

# The Gazette of India



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## NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 16th March, 1963 :—

Issue No.	No. and Date	Issued by	Subject
15	S.Os. 674, 675 and 676 dated 14th March, 1963.	Ministry of Information and Broadcasting.	Approval of films specified therein.
	S.O. 677, dated 14th March, 1963.	Ditto.	Corrigenda to S.O. 533, dated 22nd February, 1963.
	S.O. 678, dated 14th March, 1963.	Ditto.	Corrigenda to S.O. 492, dated 16th February, 1963.
46	S.O. 679, dated 16th March, 1963.	Ditto.	Approval of films specified therein.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

## PART II—Section 3—Sub-section (ii)

**Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).**

### ELECTION COMMISSION, INDIA

*New Delhi, the 20th March 1963*

**S.O. 880.**—In pursuance of section 111 of the Representation of the People Act, 1951, the Election Commission hereby publishes the report dated the 2nd March, 1963, of the Election Tribunal, Rajnandgaon.

## BEFORE THE ELECTION TRIBUNAL, RAJNANDGAON

Presided over by Member, Shri G. P. Tiwari, B.Sc., LL.B.

## ELECTION PETITION No. 321 of 1962

Vishwanath Yadav Tamaskar, Advocate, Durg, tahsil and District Durg, M.P.—Petitioner.

## Versus

1. Mohanlal Bakliwal, son of Premukh, shopkeeper Durg, tahsil and district Durg, M.P.
2. Nandlal Sharma, son of Pandit Harischandra Sharma, R. 561, Shanker Road, New Delhi.
3. Namdas, son of Ghondul by profession Agriculturist of village Mura, tahsil and district Raipur, M.P.—Respondents.

## REPORT UNDER SECTION 111 OF THE REPRESENTATION OF THE PEOPLE ACT, 1951

The petitioner applied under section 108 of the Representation of the People Act, 1951 for withdrawal of the election petition. Notice was given to all parties, and was also published in the Government of India Gazette under section 109(2) of the Act, for hearing of the withdrawal application. Under section 110(2) of the Act this Tribunal granted the application for withdrawal and thereafter directed that notice for withdrawal should be published in the Government of India Gazette, under section 110(3)(b) of the Act. The notice was, thereafter, published in the Gazette of India, Part II, Section 3(ii) dated the 5th January, 1963. No one applied under section 110(3)(c) of the Act for being substituted in place of the petitioner within 14 days of the above publication.

2. A report is, therefore, made under section 111 of the Act. I have directed that the parties will bear their costs of the petition as incurred by them.

G. P. TIWARI,

The 2nd March, 1963.

Member, Election Tribunal, Rajnandgaon.

[No. 82/321/62.]

New Delhi, the 25th March 1963

S.O. 881.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission hereby directs that the following amendment shall be made in its notification No. 434/GJ/61, dated the 21st October, 1961, namely:—

In the Table appended to the said notification in column 3 against item No. 13, for the entry “4. Sub-Divisional Magistrate, Ahmedabad City, Ahmedabad” the entry “City Deputy Collector, Ahmedabad” shall be substituted.

[No. 494/GJ/63.]

By order,

PRAKASH NARAIN, Secy.

New Delhi, the 23rd March 1963

S.O. 882.—In pursuance of section 108 of the Representation of the People Act, 1951, the Election Commission hereby publishes the Order pronounced on the 16th February, 1963, by the Election Tribunal, Rajnandgaon.

## BEFORE THE MEMBER, ELECTION TRIBUNAL, RAJNANDGAON

Presided over by Shri G. P. Tiwari, B.Sc., LL.B.

## ELECTION PETITION No. 40 of 1962

Bashir Ahmed Qureshi, aged 54 years, son of late Lal Mohammed, by occupation cultivator, resident of Gondpara, Bilaspur, tahsil and dist, Bilaspur, Madhya Pradesh—Petitioner.

## Versus

Satya Prakash, aged 46 years, son of Chandanram, by occupation Building Contractor, resident of Davebhai Marg, Bilaspur, Tahsil and District Bilaspur, Madhya Pradesh—Respondent.

## ORDER

(passed on this 16th day of February, 1963)

This is an election petition under section 81 of the Representation of People Act, 1961, hereinafter referred to as the Act.

2. The petitioner Bashir Ahmed Qureshi was a candidate for election to the House of People from Bilaspur Parliamentary Constituency in Bilaspur district of Madhya Pradesh, in the last general election. The respondent Satya Prakash and three others namely Jamuna Prasad Verma, Nandkishore Pande and Satyanarain Kemriwal, were validly nominated candidates from the aforesaid House of People Constituency. The respondent was declared elected to the House of People on 28th February, 1962, by the Returning Officer, Bilaspur. The petitioner had submitted three nomination papers before the Returning Officer, Bilaspur. On 22nd January, 1962, the date fixed for scrutiny of the nomination papers, one Ramashanker Tiwari a proposer of the respondent, filed written objection, before the Returning Officer, against the nomination of the petitioner. After hearing the parties the Returning Officer rejected the nomination paper of the petitioner by an order, dated 23rd January, 1962, holding that the petitioner incurred disqualification under section 7(d) of the Act.

3. There was a contract between the Combined Transport Services (Pvt.) Ltd., Bilaspur and the Central Government, through Post and Telegraph Department, for carrying of mail. The contract was subsisting on the date when the nomination paper of the petitioner was rejected by the Returning Officer, and it is subsisting even now. The petitioner at the relevant time held and even now holds 79 shares out of a total of 1140 shares in the Combined Transport Services. On the basis of the above admitted facts, the Returning Officer, under order, dated 23rd January, 1962, held that the petitioner incurred disqualification under section 7(d) of the Act and, therefore, the nomination of the petitioner was rejected.

4. In his petition filed before the Election Commission of India, the petitioner has challenged the order, dated 23rd January, 1962 of the Returning Officer, on the following grounds:

- (i) The contract entered into between the Combined Transport Services Limited with the Post and Telegraph Department, was not and cannot be deemed to be, a contract between the petitioner and the Central Government, in the course of his (petitioner's) trade or business.
- (ii) Merely by holding some shares in the Combined Transport Services, the petitioner cannot be deemed to be a contracting party.
- (iii) The contract for carrying mail does not amount to either a contract for supply of goods to, or for execution of works, undertaken by the Central Government.

The petitioner has, therefore, contended that there was no contract between the petitioner and the Central Government (Post and Telegraph Department) under section 7(d) of the Act (as amended by Act 58 of 1958) so as to incur a disqualification. The rejection of the nomination paper of the petitioner, by the Returning Officer, Bilaspur was, therefore, illegal. The petitioner has, therefore, challenged the election of the respondent as void, under section 100(1)(c) of the Act.

5. In reply to the petition the respondent has contended that the contract is for and on behalf of the petitioner who is a beneficiary and who receives his share in the money received from the Government of India. The contract is for execution of works, that is, for carrying mail bags, which the Combined Transport Services has entered in course of their business. The petitioner receives a regular monthly pay from the Combined Transport Services, and he also receives his share of profits. There is a private arrangement among the bus owners of Combined Transport Services, that each will be entitled to profit individually, or liable to loss, resulting from plying of buses of particular routes. In pursuance of this private arrangement the buses owned by the petitioner and his brothers operate on Bilaspur-Katghora routes. These buses carry mail to various destinations, under special terms imposed in issuing permits by the Government, in the course of business, on remuneration. The income and remuneration received from the Government of India (Post and Telegraph Department), is appropriated by the owners of the buses, that is, the petitioner and his brothers. The contract is thus for all practical purposes, personal contract of the petitioner with the Government of India, entered during the course of business. The petitioner, therefore, incurs disqualification under section 7(d) of the Act. It is further pleaded by the respondent that as a result of the contract, the petitioner occupies office of profit.

under Government of India, and is, therefore, disqualified for being chosen as a Member of the House of People, under Article 102 of the Constitution of India.

6. In reply to the contentions and the allegations raised by the respondent, the petitioner in his reply stated that he is not a beneficiary in the profits of the business of the Combined Transport Services. The contract is not for and on behalf of the petitioner. The petitioner merely receives his share in the total profits made in the business and not specifically in the sum received from the Government on the contract. With respect to the private arrangement alleged by the respondent, the petitioner stated that, for the purpose of efficient management of business the Combined Transport Services has formed a number of groups, each group comprising a number of share-holders. Each group has been separately placed in-charge of management of business in relation to routes allotted to it, and has been authorised to share amongst its constituents the net profits and losses appertaining to the part of the business placed under its management. The general power to conduct and control the business made over to the different groups, however, remains vested in the Combined Transport Services. The petitioner belongs to only one such group which is called Katghora group. This arrangement was made in accordance with an agreement, dated 4th December, 1960. This agreement operates without reference to the Government and is independent of the contract of carrying mail with the Government. The petitioner has contended that by reason of the above mentioned arrangement or formation of groups, the contract with the Government, does not become a personal contract of the petitioner.

7. On the contentions of the parties the following issues have been raised and the findings are noted against each issue:

ISSUES	FINDINGS
I(a) Whether there is a private arrangement among the bus owners of Combined Transport Company that each owner will be entitled to profit individually or liable to loss, from plying of buses on a particular route?	The group consisting of 4 share-holders, including the petitioner, is responsible for managing and operating Bilaspur-Katghora routes and this group is entitled to profits received in operating these routes.
(b) Whether the buses owned by the petitioner run on Bilaspur-Katghora road?	The buses allotted to the above group operate on Bilaspur-Katghora routes.
(c) Whether these buses carry mail to different destinations on Bilaspur-Katghora road?	The above mentioned buses carry mail on the Bilaspur-Katghora routes.
(d) Whether the contract is, therefore, a personal contract of the petitioner with the Government of India in the course of business for personal gain, or benefit of petitioner?	The contract in question is not a personal contract of the petitioner with the Government of India in the course of his trade or business.
(e) Whether the petitioner receives the money received from the Government of India for the purpose of carrying mail?	See finding I(a).
II(a) Whether the contract mentioned above amounts to contract for supply of goods to or for execution of works undertaken by the Government of India?	The contract in question is not for supply of goods to or for execution of any works undertaken by the Government of India.
(b) Whether the petitioner occupies office of profit under Government of India?	The petitioner does not occupy office of profit under the Government of India.
(c) Whether this amounts to disqualification under section 7(d) of the Representation of People Act, 1951 and Article 102 of the Constitution of India?	There is no disqualification under section 7(d) of the Act or under Article 102 of the Constitution of India.

ISSUES	FINDINGS
III(a) Whether the rejection of nomination of petitioner by Returning Officer, Bilaspur was illegal and improper?	Yes.
(b) Should the election of the respondent be declared void?	Yes.
IV What direction regarding cost should be made?	The respondent shall bear his costs and shall pay petitioner's costs.

## REASONS FOR THE FINDINGS

8. *Issues No. I(a)(b)(c) and (e).*—These issues are issues of facts which are in dispute in the pleadings of the parties. It is admitted in the pleadings of the parties that the petitioner is a share-holder of the Combined Transport Services (Private) Limited, Bilaspur, hereinafter referred to as C.T.S., for the sake of brevity. He holds 79 out of 1140 shares. It is further admitted that there was a contract between the Managing Director of the C.T.S. and the Central Government (Post and Telegraph Department) for carrying of mail bags. The contract in question according to the evidence of R.W. 2 R.G. Sapra, who was and is the Managing Director of the C.T.S., is contained in a document of which Ex. R-5, is the true copy. The contract is for carrying mail from Bilaspur to Katghora and vice versa for a consideration of Rs. 90 per month. The contract was for the period, 1st September, 1957 to 31st August, 1960. The admitted pleadings of the parties and the evidence of R.W. 2 R.G. Sapra and P.W.1 the petitioner, would show that the contract was subsisting on the relevant date i.e., the date of the nomination and is continuing and subsisting even to-day, though no fresh agreement was made.

9. From the evidence of R.W. 2 R.G. Sapra, Managing Director, who has deposited with reference to the records of the C.T.S. and also from the evidence of the petitioner himself it would further appear, that for efficient and proper management of the business of the C.T.S., four different groups have been formed under four different agreements, dated 4th December, 1960. The group with which I am concerned is called the Katghora-Bilaspur group and the copy of the relevant agreement with respect to this group is Ex. R-4. The agreement was made between the Managing Director, R.G. Sapra, on behalf of the C.T.S. and Nazir Ahmed Qureshi, a director of the C.T.S. on behalf of the group. It would appear from the evidence and also from Ex. R-4 that each group was allotted certain shareholders, some specified vehicles and certain routes. The share holders in the Katghora-Bilaspur group are petitioner Bashir Ahmed Qureshi, Nazir Ahmed Qureshi, Maksud Ahmed Qureshi and Raja Saheb D.R. Singh. The first named three persons are brothers. Of these four persons Nazir Ahmed, who is the Director of the C.T.S. is the incharge. It would further appear from the evidence and also from the agreement Ex. R-4, that each group is responsible for repairs, upkeep and maintenance of vehicles allotted to it and administration and control of the employees allotted to it.

10. It would, however, appear from the evidence and different clauses in Ex. R-4 that the C.T.S. has over all control and supervision over the different groups. It would also appear that C.T.S. has power under the agreement to change the routes, the staff and the shareholders in each group. The evidence also discloses that the daily earnings made by a group are deposited in the accounts of the C.T.S. The C.T.S. after deducting expenses and contribution, credits the net income to the account of the group. The remuneration is received from the Postal Department by the Managing Director of the C.T.S. It is credited on that particular day, to the earnings of the group concerned. In this case the mail bags are carried on Bilaspur-Katghora routes which is allotted to the group of which the petitioner is one shareholder. The monthly remuneration of Rs. 90 which is received from the postal department, by the Managing Director is credited on the date of receipt, to the account of this group. It further appears from the evidence that the petitioner receives a monthly allowance of Rs. 200 for doing some work in the C.T.S. Some fixed annual salary has also been sanctioned to be paid to the petitioner by the C.T.S., but it has not been paid, because of bad financial condition of the C.T.S. The petitioner was a Director of the C.T.S. till 17th January, 1957, on which date his resignation was accepted *vide* resolution, dated 17th January, 1957, Ex. P.2. The petitioner, therefore, ceased to be a Director from 17th January, 1957.

11. In view of the admitted facts and the evidence discussed above, the finding on issue No. I(a) and (o) is that the group consisting of share-holders Nazir Ahmed Qureshi, Bashir Ahmed Qureshi (Petitioner), Moksdud Ahmed Qureshi and Raja Saheb D. R. Singh are responsible for managing and operating the Katghora-Bilaspur routes and the buses allotted for these routes. This group is entitled to profits, if any, received in operating these routes. The finding on issue No. I(b) is that the buses allotted to the group operate on Bilaspur-Katghora routes. On issue No. I(c) the finding is that the above mentioned buses carry mail on the above mentioned Bilaspur-Katghora routes.

12. *Issues No. II (a) and I(b).*—These are the main issues of the case. For the purpose of deciding these issues it is necessary to quote the provisions of section 7(d) of the Act as it stands now, and as it stood before the amending Act No. 58 of 1958. The present section 7(d) is reproduced below:

“7(d) if there subsists a contract entered into in the course of his trade or business by him with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by, that Government.”

The section as it stood before amending Act 58 of 1956, is reproduced below:

“7(d) if, whether by himself or by any person or body of persons in trust for him or for his benefit or on his account, he has any share or interest in a contract for the supply of goods to, or for the execution of any works or the performance of any services undertaken by, the appropriate Government;”

With respect to the present case, two questions arise for decision in view of section 7(d) as it stands now. These are (i) whether the contract in question which is still continuing or subsisting, can be said to be a personal contract of the petitioner, and (ii) whether the contract in question can be said to be a contract for the execution of any works. I will take up the second point first. In A.I.R. 1956 Supreme Court, 459: *N. Satyanathan v. K. Subramanyan and others*, the case was one of carriage or transport of mail bags and a disqualification under section 7(d) of the Act, as it stood before the amending Act, 58 of 1958, was considered, by their Lordships of the Supreme Court. It was held that this was a case of performance of services. In the case reported in 9 Election Law Reports (E.L.R.) 324: *Satyanathan v. Subramanyam and others* (this is the same case which went up to the Supreme Court and which is referred above) the Madras High Court was considering the same question regarding carriage of mail. It has been held that carriage of mail is performance of services undertaken by the Government. In A.I.R. 1961 Supreme Court, 480: *Ram Padarath Mahte v. Mishri Sinha and another*, their Lordships of the Supreme Court were considering the question of disqualification under section 7(d) of the Act as it stood before the amendment. The question in this case was one of bailment and it was not held to be a contract for the purpose of performance of services. This case, therefore, does not help the argument advanced by the learned counsel of the petitioner.

13. It is a cardinal principle of rational interpretation that the amended section should be read along with the section as it stood before the amendment. In A.I.R. 1960 Madhya Pradesh Law Journal, 495: *Corporation of the City of Nagpur v. Ist Employees*, which is a Supreme Court case, it has been held that the following matters should be considered for arriving at the real meaning of the words: (1) What was the law before the Act was passed; (2) What was the mischief or defect for which the law had not provided; (3) What remedy Legislature has appointed and (4) The reason of the remedy. The relevant observations are in para 9 at page 500. In A.I.R. 1962, Madhya Pradesh, 73: *Dr. S. C. Barat and another v. Hari Vinayak Pataskar and others*, it has been held that it is legitimate to consider how the law on a subject stood before the Constitution, and the defect to which the old law contained and the remedy provided by the Constitution to remove the defect. It is, therefore, perfectly competent and legitimate to refer to the law as it stood before the amendment, in order to find out the intention of the Legislature, in construing or interpreting the amended law.

14. In A.I.R. 1961, Allahabad 321: *Messrs A. Tellary and Sons v. Carpet Mazdoor Sabha and others*, his Lordship has held in para 9:

“In my opinion, if there is a law which is to the knowledge of the legislature and if any analogous law is being made and the Legislature does not incorporate a portion of that law, then the intention of the Legislature clearly is that it did not list to incorporate a similar provision in its Act.”

In A.I.R. 1958 M.P. 168; *Hari Vishnu Kamath v. Election Tribunal, Jabalpur and another*, it has been held in para 20 as follows:

"Now, the rule of interpretation is that when the Legislature amends an Act by deleting something which was there, then in the absence of an intention to the contrary the deletion must be taken to be deliberate."

15. A.I.R. Manual, Vol. 13 (2nd Edition) at page 1028 mentions the objects and reasons of substitution of new clause (d) of section 7 of the Act in place of old clause (d) of section 7. The objects and reasons of the Legislature as stated are as follows:

"The language of section 7(d) of the 1951 Act which provides for disqualification in case of contracts with the Government is wide and vague enough to bring any kind of category of contract within its scope and it has been a fruitful source of election disputes in the past. Persons who only occasionally broadcast any talk from the radio station or contribute any article to any Government publication may come within the mischief of this section. It is accordingly proposed to redraft section 7(d) in a simpler and more rational way so as to bring within its purview only two categories of contracts entered into by a person with the Government in the course of his trade or business. These two categories are contracts for the supply of goods and contracts for the execution of any works."

In the Law of Elections and Election Petitions in India, 3rd Edition) 1962 by Nanak Chand Pandit and Gyan Chand Mathur, the learned commentators at page 290 referring to the amended section 7(d) of the Act, have made the following observations:

"Two major changes are brought in by the amendment. First whereas under the old clause a person was disqualified if he had any share or interest in such a contract whether entered into by himself or any other person or body; now under the present clause the contract must be entered into by that person himself. Secondly, whereas under the old section a person having an interest in a contract for the performance of any services undertaken by the Government was also disqualified, under the present clause this is no longer a disqualification. Under the present clause (d), a person shall be disqualified for being chosen as and for being a member of either House of Parliament or the Legislative Assembly or Legislative Council of a State if there subsist a contract with the appropriate Government entered into by him in the course of his trade and business—

(i) for the supply of goods to that Government or

(ii) for the execution of any works undertaken by the Government.

16. In the amended section 7(d) of the Act there is omission of the expression 'performance of services', which expression was included in the unamended Act. This omission has, therefore, been deliberately made by the Legislature as held in the authorities cited above regarding principles of interpretation. The argument of the learned counsel for the respondent is that the omission has been made because the expression 'performance of services' was considered to be superfluous and it could be included in the expression 'execution of works'. This argument is obviously untenable and cannot be accepted. The Legislature had purposely used three different expressions: (i) supply of goods, (ii) execution of any works, (iii) performance of any services, in section 7(d) as it stood before the amendment. In the amended section 7(d) the Legislature omitted the only one expression 'performance of any services' and retained the other two expressions. An indication of the reasons why the expression 'performance of any services' was omitted, would appear from the objects and reasons stated earlier. In A.I.R. 1960 Madhya Pradesh Law Journal, 1002: *Shyamal Lachman v. Umacharan Tiwari*, it has been held that if Legislature uses certain expression which was previously interpreted by Courts, the presumption is that the expression is used in the sense as stated in judicial decisions. In the present case the judicial decisions with respect to the unamended act cited earlier lay down, that carriage or transport of mail, would be performance of services. In ordinary parlance also carriage or transport of mail would be performance of services and it could not be called or construed as execution of works. Execution of works would, in my opinion be of the nature of construction of buildings, bridges, roads, etc.

17. In 7 E.L.R., 416: *In re Siddalingaiya, Member, Mysore Legislative Assembly* a case before the Election Commission of India the expression 'contract for execution of works' was considered. It was observed that the expression 'any works' cannot be something to be built or constructed and does not mean something to be done. In my opinion, therefore, the carriage or transport of mail bags cannot, therefore, be said to be covered by the expression 'execution of any works'. It can only be covered by the expression 'performance of any services'. I, therefore, hold that the carriage or transport of mail bags amounts to performance of services, and it cannot be construed as execution of any works. Consequently there cannot be any disqualification under section 7(d) of the Act as it stood after the amendment by Act 58 of 1958.

18. The next question would be whether the contract in question can be said to be a personal contract of the petitioner. At the beginning I have reproduced section 7(d) of the Act as it stood before the amendment and also as it stood after the amendment of 1958. In the section as it stood before amendment the relevant expressions were 'whether by himself or body of persons in trust for him or for his benefit or on his account, he has any share or interest in a contract'. In the present amended section the relevant expression is 'if there subsists a contract entered into in the course of his trade or business by him with the appropriate Government'. Under the old section before the amendment a person was disqualified if he had any share or interest in a contract whether entered into by himself or any other person or body. The present law as it stands after amendment only hits a contract which is entered into by the person himself. In this connection reference may be made to the objects and reasons for the amendment as stated in A.I.R. Manual, Vol. 13, 2nd Edition, at page 1028, which have been reproduced by me earlier. A reference may also be made to the Law of Elections and Election Petitions in India, 3rd (1962) Edition by Nanakchand and Gyan Chand at page 290 from which I have quoted earlier. The intention of the relevant provision in section 7(d) as it stands after the amendment is, therefore, very clear. It hits at contracts entered into by the person himself with the appropriate Government in course of trade or business.

19. In the present case before me the contract Ex. R-5 was entered into between the Managing Director of the C.T.S. and the Union Government (Post and Telegraph Department). That contract was for the period 1st September, 1957 to 31st August, 1960. It is clear from evidence that the same contract is continuing and subsisting. The contract is for carrying mail on Katghora-Bilaspur routes. These routes have been allotted to a group consisting of four shareholders including the petitioner. This was under an agreement contained in Ex. P-4. The agreement was made between the Managing Director representing C.T.S. and Nazir Ahmed (a Director) representing the group of four shareholders. I have already said earlier that the division into four different groups including the above mentioned group, was made for efficient management under four different agreements one with each group, all dated 4th December 1960. Ex. R-4 is one of them. The agreement lays down the terms and conditions of management by a group. There is also evidence of R.W. 2 R. G. Sapre and the petitioner on this point, a reference to which has already been made. Though each group, including the group with which I am concerned, has been given complete power with respect to its internal management, it would clearly appear from R-4 and also from evidence, that the central body of the C.T.S. has over all control and supervision over the different groups. The daily income received by a group, is credited to its account in the registers of the C.T.S. The C.T.S. thereafter deducts that day's expenses, if any, and contribution from the income, and credits the net income to the group. The income is given to the group. The remuneration or consideration of Rs. 90/- is received by the Managing Director and this amount is also credited to the income of the group in that day's account. It would further appear from evidence that the group keeps accounts of its net income. The expenses incurred by the group are deducted and what is left is divided amongst the shareholders in the proportion of their shares. In addition to the above evidence it would also further appear from evidence, that the petitioner receives Rs. 200/- per month as allowance for doing certain work assigned to him by C.T.S. Some annual salary was also sanctioned by the C.T.S. for payment to the petitioner. That is all the evidence regarding the interest of the petitioner in the contract concerned.

20. The contract concerned was, therefore, between the Managing Director of the C.T.S. and the Central Government through Post and Telegraph Department. Though the contract has expired it is still continuing and subsisting. The execution of the contract has merely been resigned under the terms of the agreement dated 4th December 1960 to the group consisting of four shareholders.

Including the petitioner. The petitioner is merely entitled to get profits, if there are any in management and operation of his group. He is also entitled to receive certain allowances and pay from the C.T.S. With these facts it cannot be held that the contract concerned was entered into by the petitioner in the course of his trade or business. In this connection the learned counsel for the respondent has cited before me the following three cases:—

(i) 9 E.L.R. 471 : *A. J. Arunachalam v. Election Tribunal, Vellore, and others.*

(ii) 11 E.L.R. 301 : *Bhikaji Keshav Joshi and another v. Brijlal Nandlal Bivani and others.*

(iii) 13 E.L.R. 334 : *Dr. Deorao Lakshman Anunda v. Keshav Lakshman Borkar.*

The learned counsel for the respondent has urged that these cases contain the principles for determining whether a person has interest in a contract.

21. The case in 9 E.L.R., 471 of the Madras High Court is with respect to disqualification under section 7(d) of the Act as it stood before the amendment. The principles laid down in this case are with respect to section 7(d) of the Act as it stood before the amendment. They would not apply to the facts of the present case, for the obvious reason that the present section 7(d) has been materially changed by the amendment. The case reported in 11 E.L.R., 301 is also with respect to disqualification under section 7(d) of the Act as it stood before the amendment. For the same reason the principles enunciated in this case would not apply to the facts of the present case. The case reported in 13 E.L.R., 334 is on a different point. It is with respect to disqualification under article 191 of the Constitution of India. The principles in this case would not, therefore, apply to the present case.

22. Besides the above cases the learned counsel for the respondent has also cited A.I.R. 1954 Supreme Court, 236; *Chatturbhuj Vithaldas Jasani v. Morashwar Parashram and others.* This was also a case of disqualification under section 7(d) of the Act as it stood before the amendment. The principles laid down in this case would not, therefore, apply to the facts of the present case. Another case cited by the learned counsel of the respondent is of 20 E.L.R., 325: *Brojagopal Das v. Kalipada Banerjee and others* of the Calcutta High Court. This was also a case of disqualification under section 7(d) of the Act as it stood before the amendment. For the same reason as stated above the principles in this case would not apply to the facts of the present case.

23. The position would, therefore, be that the contract cannot be said to have been entered by the petitioner. At best it may be said that the petitioner has remote and indirect interest in the contract, because the remuneration of the contract is indirectly received by the group to which the petitioner belongs. Such remote and indirect interest in the contract is not hit by the present section 7(d) as it stands now after the amending Act No. 58 of 1958 though possibly it might have been hit by section 7(d) as it stood before the amendment. I am not, however, called upon to decide this aspect of the case. My conclusion is, therefore, that the contract in question cannot be said to be a contract by the petitioner in the course of his trade or business. On issue No. I(d) the finding is, therefore, that the contract in question is not a personal contract of the petitioner with the Government of India in the course of his trade or business and it is not hit by section 7(d) of the Act as it stands now. The finding on issue No. II(a) is that the contract in question is not for supply of goods to or for the execution of any works undertaken by the Government of India. It is not, therefore, hit by section 7(d) of the Act as it stands now.

24. *Issues No. II(b) and (c).*—The next question which arises for decision is whether the petitioner occupies office of profit under the Government of India. The respondent has raised an objection that the petitioner occupies office of profit under the appropriate Government and he is, therefore, disqualified

under Article 102 of the Constitution of India. The relevant portion of Article 102 is quoted below:

**"102. Disqualifications for membership.—(1) A person shall be disqualified for being chosen as, and for being, a member of either House of Parliament—**

**(a) if he holds any office of profit under the Government of India or the Government of any State, other than an office declared by Parliament by law not to disqualify its holder;"**

It is admitted by the counsel for both parties that the question of disqualification under Article 102 was raised before the Returning Officer who did not give any finding regarding this. It is also accepted by both counsel that this point can be raised and agitated for the first time before an Election Tribunal even though it was not raised before the Returning Officer. I will, therefore, discuss this aspect of the case. The case cited by the learned counsel for the respondent is of 13 E.L.R. 334: *Dr. Deorao Lakshman Ananda v. Keshav Lakshman Borkar* of the Bombay High Court. It has been laid down that the test for deciding whether an office is under the Government, are: (1) what authority has the power to make an appointment to the office concerned, (2) what authority can take disciplinary action and remove or dismiss the holder of the office and (3) by whom and from what source is his remuneration paid. It has further been laid down that of these, the first two are more important than the third.

25. The learned counsel for the petitioner has relied in this connection on the case reported in A.I.R. 1958 Supreme Court, 52: *Abdul Shakur v. Rikhab Chand and another*. In this case it has been held that the power of the Government to appoint a person to an office of profit or to continue him in that office or to revoke his appointment at their discretion, and payment from out of the Government revenues, are important factors in determining whether a person holds an office of profit under the Government. Applying the above tests to the facts of this case it cannot be said by any stretch of imagination that the petitioner occupies office of profit. Firstly the petitioner does not occupy any office. At best he may be a remote and indirect beneficiary under a contract entered into by the C.T.S. with the Government of India. That position cannot be said to be an office. In my opinion, even if there was a direct contract between the petitioner and the Government of India, even then the petitioner could not be said to be a holder of office of profit for the simple reason that entering into a contract for carriage of mail could not be said to be an office. My finding on issue No. II(b) is, therefore, that the petitioner does not occupy office of profit under the Government of India. On issue No. II(c) my finding is that the petitioner could not and does not incur disqualification either under section 7(d) of the Act as it stands now or under Article 102 of the Constitution of India.

**26. Issues No. III (a) and (b).—**As the petitioner did not incur disqualification under Article 102 of the Constitution of India, or section 7(d) of the Act, the rejection of his nomination by the Returning Officer, was illegal and improper. The election of respondent is, therefore, void under section 100(1)(c) of the Act. On issue No. III(a) the finding is that the nomination of the petitioner was illegally rejected by the Returning Officer, Bilaspur. On issue No. III(b) the finding is that the election of the respondent is void under section 100(1)(c) of the Act. I, therefore, declare the election of the respondent to the House of People Constituency of Bilaspur, as void.

27. As the petition succeeds, the petitioner is entitled to his costs. I, therefore, direct that the respondent will bear his costs of the petition and he will pay costs to the petitioner.

Plaider fee Rs. 250/- if certified.

Sd/- G. P. Triwari,

Member,

Election Tribunal, Rajnandgaon,

16-2-1963.

Camp: BILASPUR.

## SCHEDULE OF COSTS

Particulars	Appellant	Respondent
	Rs. n.P.	Rs. n.P.
1. Stamp for application	..	..
2. Stamp for paper	3 00	3 00
3. Service of processes	1 25	3 75
D.M. & T. E.	6 00	50 00
4. Pleader's fee allowed	250 00	not certified
5. Other costs—		
(i) Exhibits	1 87	..
(ii) Writing charges	..	..
(iii) Miscellaneous applications	2 00	8 00
<b>TOTAL</b>	<b>264 12</b>	<b>64 73</b>
G.T.	Rs. 328 87	

Sd/- G. P. TIWARI,  
Member,  
Election Tribunal, Rajnandgaon,  
16-2-1963.

True copy.

Sd/- G. P. TIWARI,  
Member,  
Election Tribunal, Rajnandgaon,  
16-2-1963.

[No. 82/40/62.]

By Order,

A. N. SEN, Under Secy.,

**MINISTRY OF HOME AFFAIRS**

*New Delhi, the 19th March 1963*

**S.O. 883.**—In exercise of the powers conferred by entry 3(c) of Schedule I annexed to the Ministry of Home Affairs Notification No. 15/13/59-(V)-P.IV, dated the 13th July 1962 [GSR No. 991, published in the Gazette of India Part II, section 3, sub-section (ii), dated the 28th July 1962], the Central Government is pleased to specify:—

(i) Yuvaraj Shri Ravindra Bahadur Singh, and

(ii) Rajkumar Shri Shivendra Bahadur Singh sons of the Ruler of Khairagarh for the purpose of that entry and directs that the exemption shall be valid in respect of one 12 bore gun, one rifle and one pistol/revolver each.

This Ministry's notification No. 16/12/60-P.IV, dated the 29th November, 1960, is hereby cancelled.

[No. 16/3/63-P.IV.]

L. I. PARJYA, Dy. Secy.

New Delhi, the 21st March, 1963

**S.O. 884.**—Whereas arrangements have been made by the Central Government with the Government of Ghana for taking the evidence of witnesses residing in Ghana in relation to criminal matters in courts in India, the Central Government, in pursuance of sub-section (3) of section 504 of the Code of Criminal Procedure, 1898 (5 of 1898), hereby directs that commissions from courts in India for the examination of witnesses in Ghana shall be issued in the form annexed hereto, to the High Court of Ghana and that such commissions shall be sent to the Ministry of External Affairs, Government of India, New Delhi, for transmission to the High Court of Ghana.

IN THE COURT OF

Commission to examine witness outside India [Section 504(3) of the Code of Criminal Procedure, 1898].

To

Through the Ministry of External Affairs  
Government of India, New Delhi

Whereas it appears to me that the evidence of \_\_\_\_\_ is necessary for the ends of justice in case No. \_\_\_\_\_ Vs. \_\_\_\_\_ in the Court of \_\_\_\_\_ and that such witness is residing within the local limits of your jurisdiction and his attendance cannot be procured without unreasonable delay, expense or inconvenience, I \_\_\_\_\_ have the honour to request and do hereby request that for the reasons aforesaid and for the assistance of the said Court you will be pleased to summon the said witness to attend at such time and place as you shall appoint and that you will cause such witness to be examined upon the interrogatories which accompany this Commission (for *viva voce*).

Any party to the proceeding may appear before you by his counsel or agent or if not in custody, in person and may examine, cross examine or re-examine (as the case may be) the said witness.

And I further have the honour to request that you will be pleased to cause the answers of the said witness to be reduced into writing and all books, letters, papers, and documents produced upon such examination to be duly marked for identification and that you will be further pleased to authenticate such examination by your official seal (if any) and by your signature and to return the same together with this commission to the undersigned through the Ministry of External Affairs, Government of India, New Delhi.

Given under my hand and the seal of the Court this day of \_\_\_\_\_ 19 \_\_\_\_\_

Judge, District Magistrate  
Presidency Magistrate.

[No. F.11/3/61-Judl.II.]

B. SHUKLA, Dy. Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 19th March 1963

**S.O. 885.**—In exercise of the powers conferred by sub-section (5) of section 5 of the Emergency Risks (Goods) Insurance Act, 1962 (62 of 1962), the Central Government hereby makes the following scheme to amend the Emergency Risks (Goods) Insurance Scheme issued with the notification of Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 3945, dated the 26th December, 1962, namely:—

1. (1) This scheme may be called the Emergency Risks (Goods) Insurance (Amendment) Scheme, 1963.

(2) It shall come into force on the first day of April, 1963.

2. In the Emergency Risks (Goods) Insurance Scheme,—

(1) in sub-paragraph (1) of paragraph 10, for the words and figures "quarter ending on the 31st March, 1963, shall be payable at the rate

of fifteen naye paise", the words and figures "quarter ending on the 30th June, 1963, shall be payable at the rate of ten naye paise" shall be substituted;

(2) the proviso to sub-paragraph (1) of paragraph 13 shall be omitted.

[No. F. 101(141)-INS.I/63-ERI.]

**S.O. 886.**—In exercise of the powers conferred by sub-section (6) of section 3 of the Emergency Risks (Factories) Insurance Act, 1962 (63 of 1962), the Central Government hereby makes the following scheme to amend the Emergency Risks (Factories) Insurance Scheme published with the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 3946, dated the 26th December, 1962, namely:—

1. (1) This scheme may be called the Emergency Risks (Factories) Insurance (Amendment) Scheme, 1963.

(2) It shall come into force on the first day of April, 1963.

2. In the Emergency Risks (Factories) Insurance Scheme,—

(1) in sub-paragraph (1) of paragraph 8, for the words and figures "quarter ending on the thirty-first March, 1963, shall be payable at the rate of twenty-five naye paise", the words and figures "quarter ending on the 30th June, 1963, shall be payable at the rate of fifteen naye paise" shall be substituted;

(2) the proviso to sub-paragraph (1) of paragraph 12 shall be omitted.

[No. F. 101(142)-INS.I/63-ERI.]

(EMERGENCY RISKS INSURANCE).

New Delhi, the 21st March, 1963

**S.O. 887.**—In exercise of the powers conferred by sub-sections (1) and (2) of section 15 of the Emergency Risks (Factories) Insurance Act, 1962, (63 of 1962), the Central Government hereby directs that notwithstanding anything contained in section 3, no factory producing khadi, and no village industry, as defined in clauses (d) and (h) respectively of section 2 of the Khadi and Village Industries Commission Act, 1956 (61 of 1956), shall be required to insure its property under the provisions of the said Act or any scheme framed thereunder.

[No. F. 101(102)-INS.I/63-ERI.]

**S.O. 888.**—In exercise of the powers conferred by sub-section (2) of section 3 of the Emergency Risks (Goods) Insurance Act, 1962 (62 of 1962), the Central Government hereby directs that the goods specified below shall, notwithstanding anything contained in section 3, be deemed to be goods not insurable under the said Act, namely:—

"'Khadi' and the products of any 'village industry' as defined in clauses (d) and (h) respectively of section 2 of the Khadi and Village Industries Commission Act, 1956 (61 of 1956)."

[No. F. 101(102)-INS. I/63-ERI.]

V. P. MITHAL, Under Secy

## (Department of Economic Affairs)

New Delhi, the 22nd March 1963

S.O. 889.—Statement of the Affairs of the Reserve Bank of India, as on the 15th March 1963.  
BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	16,44,45,000
Reserve Fund	80,00,00,000	Rupee Coin	2,64,000
National Agricultural Credit (Long Term Operations) Fund	61,00,00,000	Small Coin	1,96,000
National Agricultural Credit (Stabilisation) Fund	7,00,00,000	National Agricultural Credit (Long Term Operations) Fund	
<i>Deposits :—</i>		(a) Loans and Advances to :—	
		(i) State Governments	23,54,34,000
(a) Government		(ii) State Co-operative Banks	9,79,23,000
		(iii) Central Land Mortgage Banks	
(b) Banks		(b) Investment in Central Land Mortgage Bank	
		Debentures	2,84,88,000
(i) Central Government	63,12,16,000	National Agricultural Credit (Stabilisation) Fund	
		Loans and Advances to State Co-operative Banks	
(ii) State Governments	35,08,92,000	Bills purchased and Discounted :—	
		(a) Internal	
(iii) Scheduled Banks	72,22,44,000	(b) External	
		(c) Government Treasury Bills	76,72,03,000
(iv) State Co-operative Banks	1,87,65,000	Balances held Abroad*	10,88,03,000
		Loans and Advances to Governments**	35,00,86,000
(v) Other Banks	5,20,000	Loans and Advances to :—	
		(i) Scheduled Banks†	76,66,87,000
(vi) Others	185,31,69,000	(ii) State Co-operative Banks††	128,69,69,000
		(iii) Others	1,60,57,000
Bills Payable	33,70,17,000	Investments	189,19,24,000
Other Liabilities	62,09,27,000	Other Assets	34,82,71,000
Rupees	606,47,50,000	Rupees	606,47,50,000

\*Includes Cash and Short-term Securities.

\*\*Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

† Includes Rs 56,54,50,000 advanced to scheduled banks against usance bills under Section 17(4) (g) of the Reserve Bank of India Act.

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 20th day of March, 1963.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 15th day of March 1963.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	16,44,43,000		Gold Coin and Bullion :-		
Notes in circulation	2241,79,48,000		(a) Held in India	117,76,10,000	
	<hr/>		(b) Held outside India	..	
Total Notes issued		2258,23,93,000	Foreign Securities	105,08,43,000	<hr/>
			TOTAL		222,84,53,000
			Rupee Coin		113,97,25,000
			Government of India Rupee Securities		1921,42,15,00
			Internal Bills of Exchange and other commercial paper		<hr/>
<b>TOTAL LIABILITIES</b>		<b>2258,23,93,000</b>	<b>TOTAL ASSETS</b>		<b>2258,23,93,000</b>

Dated the 20th day of March, 1963.

P. C. BHATTACHARYYA,  
Governor

[No. F. 3(2)-BC/63 ]

A. BAKSI, Jt. Secy.

## (Department of Revenue)

## INCOME-TAX

New Delhi, the 21st March 1963

**S.O. 890.**—It is hereby notified for general information that the institution mentioned below has been approved by the Council of Scientific and Industrial Research, the "prescribed authority", for the purposes of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (43 of 1961):—

## Institution

Cement Research Institute of India, Bombay.

[No. 12/F. No. 10/18/63-IT(AI).]

G. R. DESAI, Dy. Secy.

## (Department of Revenue)

## CUSTOMS

New Delhi, the 30th March 1963

**S.O. 891.**—In exercise of the powers conferred by sub-section (1) of section 11 read with sub-section (3) of section 160 of the Customs Act, 1962 (52 of 1962), the Central Government, being satisfied that it will be conducive to the interests of the general public so to do, hereby rescinds the Notifications of the Government of India in the late Finance Department (Central Revenues) No. 262-Customs, dated the 11th July, 1925 and No. 8-Customs, dated the 28th January, 1939.

[No. 71/F. No. 5/14/62-Cus.VIII.]

S. VENKATESAN, Dy. Secy.

## BOMBAY CENTRAL EXCISE COLLECTORATE

## CENTRAL EXCISES

Bombay, the 8th March, 1963

**S.O. 892.**—In exercise of the powers conferred upon me by Rule 233 read with Rule 143 of the Central Excise Rules, 1944, I hereby issue the following instructions to the tobacco bonded warehouse licensees in this Collectorate:

- (i) No deliberate crushing of tobacco flakes or rawa into 'Dust' falling under item 4-I-5(ii) of the Central Excise Tariff should be done while undertaking processing operations of non-duty paid tobacco stored in a bonded warehouse. The tariff category 'Dust' is eligible for lower assessment in cases only where such Dust is recovered incidentally during normal processing operations of tobacco in bonded warehouses.
- (ii) For the purposes of assessment of 'Dust' under Tariff item 4-I-5(ii) tobacco particles passing through a sieve having not less than 25 uniform apertures per linear inch and made of 27 s.w.g. wire having a diameter 0.0164" equivalent to 0.417 mm. (as required for I.S. Sieve No. 60) shall be treated as 'Dust' (vide this Collectorate Trade Notice No. 1(UMP) Tobacco (1)/1963, dated the 7th January, 1963).
- (iii) Percentage of Dust recoverable in the course of normal processing operations which may include sorting, separating, packing, etc., of different sizes of tobacco flakes should not exceed the maximum percentage fixed in Annexure 'A' appended to this Notification.
- (iv) A licensee who desires to separate Dust from flakes of tobacco should submit his application in the form prescribed in Appendix 'B' appended to this Notification, to the proper officer for granting permission to such kind of processing operation. In this connection, it

should be borne in mind that in cases where the estimated percentage of Dust recoverable in such processing is actually found to be a little exceeding the prescribed limit as in Appendix 'A' on its completion, the quantity of such Dust would not be eligible for clearance on payment of duty at lower rate. However, each such case will be decided on its merit by the Assistant Collector of Central Excise having functional jurisdiction over the warehouse.

(v) Separation of Dust from flakes of tobacco in respect of each particular lot will be allowed only once by the proper officer. No request for permission for subsequent Dust-separation operation will be entertained.

#### APPENDIX 'A'

*Statement showing the maximum percentage of tobacco dust recoverable in the normal processing operations of different sizes of tobacco flakes, in the bonded tobacco warehouses in the Bombay Central Excise Collectorate.*

Serial No.	Description of tobacco put into processing for the purpose of obtaining flakes of various sizes from Angad tobacco and of dust recoverable for mixing, sorting, separating 'Jardi' tobacco.	Maximum percentage	Remarks
1	2	3	4
1	From Angad ( <i>i.e.</i> unprocessed) to 5 ghari tobacco flakes . . . . .	5%	
2	From Angad to 10 ghari tobacco flakes . . . . .	7%	
3	From Angad to 15 ghari tobacco flakes . . . . .	9%	
4	From Angad to more than 15 ghari tobacco flakes . . . . .	10%	
5	Mixing, sorting, separating, etc. of pro- cessed 'Jardi' tobacco for obtaining flakes, kandi, Dhus, etc. separately . . . . .	5 %	

## APPENDIX 'B'

Form of application for permission for separating Dust from various sizes of flakes of tobacco in the course of normal processing of tobacco in bonded warehouse (to be submitted in duplicate).

(1) I/We L-5 No. . . . . desire to separate dust from flakes tobacco of . . . . . ghari.  
 (2) I/We . . . . . undertake to abide by the conditions laid down in the Notification . . . . . No. CER/ 196 dated the  
 196 . . . . .

Place :  
 Date :

Signature of licensee or  
 his authorised Agent.

Lot No.	Description	No. of packages	Quantity in Kgs.	D.F.W.	No. TP2/ under which rewar- housed/ware- housed	Value	Duty	Particulars of previous proces- sing if any and tained on sepa- ration of flakes obtained	Estimated % of dust to be ob- serving the % of dust etc.	Remarks
1	2	3	4	5	6	7	8	9	10	11

[No. CER 233/T/1/63]

G. KORUTHU, Collector.

## MINISTRY OF COMMERCE &amp; INDUSTRY

New Delhi, the 23rd March 1963

**S.O. 893.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Textile Commissioner's Organisation, Bombay (Recruitment to Class III Posts) Rules, 1958, namely:

1. These Rules may be called the Textile Commissioner's Organisation, Bombay (Recruitment to Class III Posts) Amendment Rules, 1963.

2. In the Schedule to the Textile Commissioner Organisation, Bombay (Recruitment to Class III Posts) Rules, 1958 against the post of Accountant

(i) for the existing entry in Column 8 the following entry shall be substituted namely:—

“30 years. Relaxable in the case of displaced persons and other special categories in accordance with the general orders issued by the Government of India from time to time”.

(ii) for the existing entry in column 9, the following entry shall be substituted namely:—

(a) A master's degree in Economics or Commerce of a recognised University.

(b) Study of Accountancy at some stage at the University or a certificate in Accountancy of a recognised Institution.”

[F. No. 21(35)-Tex.B/62.]

**A. S. SETHI**, Under Secy.

## ORDER

New Delhi, the 18th March 1963

**S.O. 894.**—In exercise of the powers conferred by section 18G of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby makes the following Order to amend the Ethyl Alcohol (Price Control) Order, 1961, namely:—

1. This order may be called the Ethyl Alcohol (Price Control) Amendment Order, 1963.

2. In clause 3 of the Ethyl Alcohol (Price Control) Order, 1961, after item (b), the following item shall be inserted, namely:—

(c) where alcohol is produced by the distilleries by the use of furnace oil as fuel in place of coal, a sum of 1.55 n.P. per litre may be charged with respect to such alcohol in addition to the price specified in that Clause.

[No. 34(9)/61/Chem. II.]

**C. BALASUBRAMANIAM**, Dy. Secy.

(Department of International Trade)

## EXPORT TRADE CONTROL

## ORDER

New Delhi, the 30th March 1963

**S.O. 895.**—In exercise of the powers conferred by section 3 of the Imports and Exports (Control) Act, 1947 (18 of 1947), the Central Government hereby makes the following Order further to amend the Exports (Control) Order, 1962, namely:—

1. This Order may be called the Exports (Control) Amendment Order, 1963.

2. In Clause 10 of the Exports (Control) Order, 1962, in sub-clauses (g) and (h), for the words “except Nepal, Tibet and Bhutan”, the words “except Nepal and Bhutan” shall be substituted.

[No. E(C)O, 1962/AM(20).]

**MELA RAM BHARDWAJ**, Under Secy.

## ORDER

## IMPORT TRADE CONTROL

New Delhi, the 30th March, 1963

**S.O. 896/IECA/3-4A/3/63.**—In exercise of the powers conferred by Section 4-A of the Imports and Exports (Control) Act, 1947 (18 of 1947) as in force in India, the Central Government hereby makes the following Order further to amend the Imports (Control) Order, 1955 namely:—

1. This order may be called the Imports (Control) Second Amendment Order, 1963.
2. In the Table in paragraph 1 of Schedule III to the Imports (Control) Order, 1955, after item 10 and the entries relating thereto the following item and entries shall be inserted, namely:—  
“11. In respect of applications for import licences under the Export Promotion Scheme..... Fifty percent of the amount of fees mentioned against items 1 to 8.”

[No. 3/63.]

M. L. GUPTA, Under Secy.

**(Office of the Dy. Chief Controller of Imports and Exports)  
(Central Licensing Area)**

## ORDER

New Delhi, the 22nd February 1963

**S.O. 897.**—Whereas M/s. Surjit Automobiles, 26-A.R.P., Motia Khan, New Delhi, have not furnished any cause against Notice No. Genl.[233]AM-63[Pol]CLA, dated the 6th November, 1962, proposing to cancel the Import Licence No. E 270113[61]EI[CCI]D[QL-II], dated the 7th August, 1962, valued at Rs. 500 for import of Garage Tools from General Area, granted to M/s. Surjit Automobiles, 26-A.R.P., Motia Khan, New Delhi, by the Deputy Chief Controller of Imports and Exports, Central Licensing Area, Janpath Barracks 'B', New Delhi, the Government of India in the Ministry of Commerce and Industry, in exercise of the powers conferred by clause 9 of the Imports (Control) Order 1955, hereby cancel the said licence No. E 270113[61]EI[CCI]D[QL-II], dated 7th August, 1962, issued to the said M/s. Surjit Automobiles, 26-A.R.P., Motia Khan, New Delhi.

[No. Genl.[233]AM-63[Pol]CLA.]

RAM MURTI SHARMA,

Dy. Chief Controller of Imports and Exports.

**(Indian Standards Institution)**

New Delhi, the 19th March 1963

**S.O. 898.**—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed, have been established during the period 17 February, to 15 March, 1963.

## THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standards	Brief Particulars	1	2	3	4
				1	2	3	4
1	IS : 361-1962 Specification for Normal Butyl Alcohol, Technical (Revised).	IS : 361-1953 Specification for Butyl Alcohol Normal, Industrial Solvent Grade.	This standard prescribes the requirements and the methods of test for normal butyl alcohol, technical, which is used as an industrial solvent and especially as a thinner and solvent for paints (Price Rs. 2.50).				

1	2	3	4
2 IS : 364-1962 Specification for Fanlight Catch (Revised)	IS : 364-1956 Specification for Fanlight Catch.		This standard lays down the requirements regarding material, dimensions, manufacture and finish of fanlight catches commonly used on ventilators in buildings (Price Rs. 1.50).
3 IS : 658-1962 Code of Practice for Magnesium Oxychloride Composition Floors (Revised).	IS : 658-1956 Code of Practice of Magnesium Oxychloride Composition Floors (Tentative).		This code covers the requirements regarding material, laying, maintenance and tests for the following seven types of Magnesium oxychloride floors: (a) General purpose, (b) Heavy duty, (c) Non-spark static discharging, (d) Non-slip, (e) Mosaic or terrazzo, (f) Industrial granolithic, and (g) Base coat. (Price Rs. 4.00).
4 IS : 782-1962 Specification for Caulking Lead (Revised).	IS : 782-1957 Specification for Caulking Lead.		This specification covers caulkings lead, caulking lead wool rope and caulking lead yarn rope suitable for use in water supply and sanitary installations (Price Rs. 1.50).
5 IS : 1049-1962 Specification for Alcohol, Perfumery Grade (Revised).	IS : 1049-1957 Specification for Alcohol, Perfumery Grade.		This standard prescribes the requirements and the methods of sampling and test for alcohol, perfumery grade, without the addition of denaturants (Price Rs. 2.50).
6 IS : 1341-1962 Specification for Steel Butt Hinges (Revised).	IS : 1341-1959 Specification of Cold Rolled Mild Steel Butt Hinges.		This standard lays down the requirements regarding material, dimensions, manufacture and finish of cold-rolled mild steel butt hinges (Price Rs. 2.00).
7 IS : 2032 (Part III)-1962 Graphical Symbols Used in Electrotechnology Part III Circuit Elements and Variability.	..		This standard covers graphical symbol concerning circuit elements and variability (Price Rs. 1.50).
8 IS : 2078-1962 Method for Tensile Testing of Grey Cast Iron.	..		This standard prescribes the method for tensile testing of grey cast iron (Price Rs. 1.50).
9 IS : 2155-1962 Specification for Rivets for General Purposes (Below 12 mm Diameter).	..		This standard prescribes the requirements for mild steel and high tensile steel rivets, below 12 mm in diameter, for general purposes (Price Rs. 2.00).
10 IS : 2177-1962 Method for Quantitative Chemical Analysis of Mixtures of Cellulose Triacetate and Secondary Cellulose Acetate Fibres.	..		This standard prescribes a method for the quantitative chemical analysis of mixtures in any textile form, such as fibre, yarn or fabric, of cellulose triacetate and secondary cellulose acetate. (Price Rs. 1.50).
11 IS : 2184-1962 Tables for Volume of Round Timber Logs.	..		This standard furnishes tables for cubic contents of round timber logs of midgirths from 10 cm to 260 cm in steps of 2 cm (Price Rs. 10.00).

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12	IS : 2188-1962 Methods of Test for Paper for Electrical Purposes.	..	This standard lays down the methods of sampling and test for paper for electrical purposes (Price Rs. 4.50).
13	IS : 2191-1962 Specification for Wooden Flush Door Shutters (Cellular and Hollow Core Type).	..	This standard lays down requirements regarding material, grades, types, sizes, construction, finish and tests of cellular and hollow core wooden Flush door shutters (Price Rs. 2.50).
14	IS : 2193-1962 Specification for Prestressed Concrete Street Lighting Columns.	..	This standard covers prestressed concrete columns suitable for use in street lighting. It also covers prestressed concrete street lighting columns where untensioned longitudinal reinforcement is used to act in conjunction with tensioned steel under load (Price Rs. 9.00).
15	IS : 2196-1962 Specification for Linen Sewing Thread for Aeronautical Purposes.	..	This specification prescribes the constructional details and other particulars of linen sewing thread for aeronautical purposes (Price Rs. 2.00).
16	IS : 2198-1962 Specification for Flax Webbing for Aircraft Safety Belts and Harnesses.	..	This specification prescribes constructional details and other particulars of flax webbing for aircraft safety belts and harnesses (Price Rs. 3.50).
17	IS : 2202-1962 Specification for Wooden Flush Door Shutters (Solid Core Type).	..	This standard lays down requirements regarding material, grades, types, sizes, construction, finish and tests of solid core wooden flush door shutters. (Price Rs. 3.00).
18	IS : 2203-1962 Specification for Wooden cross Arms.	..	This standard specifies the general requirements of wooden cross arms for telephone and electric poles (Price Rs. 2.00).
19	IS : 2212-1962 Code of Practice for Brickwork.	..	This standard covers the construction of brick masonry in general and the erection of brick walls in particular (Price Rs. 7.00).
20	IS : 2213-1962 Methods of Sampling of Thermosetting Moulding Materials.	..	This standard prescribes the methods of sampling of thermosetting moulding materials. (Price Rs. 1.50).
21	IS : 2219-1962 Feeds for Machine Tools.	..	This standard specifies the feeds and tolerances on feeds for machine tools (Price Re. 1.00).
22	IS : 2221-1962 Methods of Test for Aminoplast-ic Moulding Materials.	..	This standard prescribes the methods of test for aminoplastic moulding materials. It prescribes the methods for determining apparent powder density, density of moulding and bulk factor, mould shrinkage, water

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			absorption, boiling water absorption, degree of cure, tensile strength, impact strength, plastic yield, cross-breaking strength, electric strength at 90°C, surface resistivity, volume resistivity, and resistance to tracking (Price Rs 5.00).
23	IS : 2223-1962 Dimensions of Flange Mounted AC Induction Motors	..	This standard covers the dimensional requirements for horizontal shaft flange mounted screen protected and/or drip-proof or totally enclosed fan cooled AC squirrel cage industrial motors of frame sizes from 90 mm to 280 mm intended for general purpose applications (Price Rs 3.00)
24	IS : 2230-1962 Specification for Dye, Methylene Blue, for Ink Industry.	..	This standard prescribes the requirements and the methods of test for dye, methylene blue, for use in the manufacture of writing inks and carbon papers (Price Rs 3.00).
25	IS 2231-1962 Method of Grading Hand-made Wool Carpets.	IS : 433-1953 Specification for Handloom Carpets (Mirzapur) for Export.	This standard prescribes a method of grading hand made wool carpets (Price Rs 4.00)
26	IS : 2232-1962 Specification for Slotted and Castle Nuts	..	This standard prescribes requirements of Precision, Turned and Black grades of slotted nuts (4 to 39 mm) and castle nuts (12 to 39 mm) with ISO metric threads (Price Rs 1.50).
27	IS : 2236-1962 Specification for Prawns (Shrimp) Canned in Brine.	..	This standard prescribes the requirements and the methods of test for prawns (shrimp) canned in brine (Price Rs 2.50).
28	IS 2240-1962 Specification for Vegetable Tanned Leather Belting for Power Transmission.	..	This specification covers the requirements for Vegetable tanned leather belting for power transmission (Price Rs. 3.00).
29	IS 2242-1962 Specification for ICE Chambers for 40-and 50-Litre Milk Cans	..	This standard prescribes the constructional details and the dimensional requirements for ice chambers for 40-and 50-litre milk cans conforming to IS. 1373-1962 Specification for Tinned Mild Steel Milk Cans. (Revised) or IS : 1825-1961 Specification for Aluminium Milk Cans (Price Rs. 1.50).
30	IS . 2245-1962 Methods of Sampling Quartzite.	..	This standard lays down the procedure to be followed in collecting and preparing samples from a lot in order to determine ore sizes, moisture content and the chemical composition of the quartzite in the lot. It details the procedures

(1)	(2)	(3)	(4)
31	IS : 2252-1962 Specification for Diacetone Alcohol.		for sampling of the ores from stock piles, loaded rail wagons, conveyors and ship's holds.
32	IS : 2256-1962 Specification for Ammonium Sulphate Nitrate.		This standard also includes a method for reporting the quality of the bulk of the quartzite sampled (Price Rs. 3.50).
			This standard prescribes the requirements and the methods of test for diacetone alcohol. (Price Rs. 2.50).
			This standard prescribes the requirements and the methods of test for ammonium sulphate nitrate. The material is used as a fertilizer and is also known as ammonium sulpho-nitrate. (Price Rs. 2.50).

Copies of these Indian Standards are available, for sale, with the Indian Standards Institution, 'Manak Bhavan' 9 Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232 Dr. Dadabhai Naoroji Road, Fort, Bombay-1, (ii) Third Floor, 11 Sooterkin Street, Calcutta-13, (iii) 2/21 First Line Beach, Madras-1, and (iv) 14/69, Civil Lines, Kanpur.

[No. MD/13:2.]

**S.O. 899.**—In exercise of the powers conferred by sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies the issue of errata slips particulars of which are given in column (4) of the Schedule hereto annexed, in respect of the Indian Standards specified in column (2) of the said Schedule.

#### THE SCHEDULE

Sl. No.	No. and Title of Indian Standard	No. and date of Gazette Notification in which establishment of Indian Standard was notified	Particulars of Errata Slip Issued
(1)	(2)	(3)	(4)
I	IS:1528-1962 Methods of Sampling and Physical Tests for Refractory Materials	S. O. 3593 dated 1 December, 1962.	(i) Page 6, sub-clause 2.0.1, line 5 please read 'may' for 'shall' (ii) Page 6, sub-clause 2.1.1, line 3 please read 'tests' for 'test' (iii) Page 8, informal table under sub-clause 2.3.2.2, column 'Characteristic' Line 3—Please read 'Refractoriness—under-load' for 'Refractoriness-under' Line 4—please read 'Panel Spalling Resistance' for 'load Panel Spalling Line 5—please delete the word 'Resistance'

(1)

(2)

(3)

(4)

2 IS:1822-1961 Specification for Motor Starters of Voltage Up to 650 Volts

S.O. 2442  
dated 14 October, 1961

3 IS:2128-1962 Specification for Parathion, Technical.

S.O. 3593  
dated 1 December 1962

4 IS:2173-1962 Specification for Handloom Melton (Shoddy) Cloth

S.O. 3593  
dated 1 December 1962

(iv) Page 10, sub-sub-clause 2.4.1.4, lines 2 and 3

Please read 'if the two tests results are identical and satisfy, for "if the average of the two tests results satisfies"

(v) Page 10, sub-sub-clause 2.4.2.3, line 2 please read 'the identical results obtained in the two tests' for 'the average of the two test results'.

(vi) Page 14, sub-clause 4.1.1, line 4, please read 'corundum' for 'corrundum'

(vii) Page 26, Table V, last line of fourth column heading under 'FIRECLAY REFRACTORIES' please read 'IS:1751-1961' for 'IS 1751-1960'

(viii) Page 26, Table V, last line of entry under column 8 please read '4 hours' for '5 hours'

(i) Page 20, sub-sub-clause 8.3.5.1 line 2, please read '6.15.1' for '5.14.1'

(i) Page 7, Sub-clause B-2.8.1, line 12 please read 'in 4-drop portions' for '4-drop portions'

(ii) Page 7, clause B-4.1 please read 'oo-Diethyl o-(4-nitro-phenyl) phosphorothioate (parathion) content, percent by weight'

for "oo-Diethyl o-(4-nitrophenol) Phosphorothioate (parathion) content, percent by weight"

(i) Page 2, Table 1, second entry under column heading 'weight per m<sup>2</sup> in g' please read '540' for '640'

Copies of these Errata slips are available, free of cost, with the Indian Standards Institution Manak Bhavan, 9 Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232 Dr. Dadabhai Naoroji Road, Bombay-1, (ii) Third Floor, 11 Sooterkin Street, Calcutta-13, (iii) 2/21 First Line Beach, Madras-1, and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13:6]

New Delhi, the 20th March 1963

**S.O. 900.**—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that amendments to the Indian Standards, given in the Schedule hereto annexed, have been issued under the powers conferred by sub-regulation (1) of regulation 3 of the said regulations.

## THE SCHEDULE

Sl. No.	No. and title of the Indian Standard amended	No. and date of the Gazette Notification	No. and date of the Amendment in which the establishment of the Indian Standard was notified	Brief particulars of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)	(5)	(6)
	IS : 101-1961 Methods of Test for Ready Mixed Paints and Enamels (Revised).	S.O. 553 dated 2 March, 1962.	No. 1 December, 1962.	(i) Contents, Sl. No. 8—substitute 'Spreading Capacity' for 'Spreading Rate'. (ii) Contents, Sl. No. 20—substitute 'Resistance to Petroleum Hydrocarbon Solvent' for 'Resistance to Special Boiling Point (SBP) Spirit'. (iii) Contents, Sl. No. 30—Introduce the following as new item 30, after serial number 29 and renumber the subsequent serial numbers accordingly : '30 Analysis of Pigments'. (iv) Clause 0.3—Introduce the following as new clause 0.3 after clause 0.2 and renumber the subsequent clauses of the Foreword accordingly: '0.3 In order to facilitate proper referencing of the methods of test in this Revision, a statement showing the corresponding methods of test in IS: 101-1950 which is no longer in force now, and the new methods added in the Revision are given on page 3'. (v) The existing clause 2.1 has been substituted by a new one . (vi) Item 8, Heading—Substitute 'SPREADING CAPACITY' for 'SPREADING RATE'. (vii) Clause 8.1, Line 6—Substitute 'spreading capacity' for 'spreading rate'.	1 April, 1963.

(1)	(2)	(3)	(4)	(5)	(6)
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(viii) Clause 12.2—Substitute the following for the existing clause :

‘12.2 There shall be no undue change of colour’.

(ix) Item 20, Heading—Substitute ‘RESISTANCE TO PETROLEUM HYDRO-CARBON SOLVENT’ for ‘RESISTANCE TO SPECIAL BOILING POINT (SBP) SPIRIT’.

(x) A new item 30 has been introduced after Item 29 and the subsequent items and clauses have been renumbered accordingly.

2 IS :310 (Part II)-  
1954 Methods of Sampling and Test for Lubricants, Part II. S.R.O. 846 No. I  
dated 14 April 1956 March, 1963

(i) The existing method of 1 April, test has been substituted 1963. 1 by a new one.

(ii) Delete the following methods from the standard :

L:26 Determination of Water Content.  
L:27 Determination of Flash Point (ABEL).

3 IS : 397-1952 Method for Statistical Quality Control during Production by the Use of Control Chart (*Tentative*). S.R.O. 658 No. I  
dated 26 March, 1955 February 1963

(i) Page 7, section 4, second column, line 8—Substitute ‘joule’ for ‘Btu’.

(ii) Page 8, second column—  
Line 2 from the bottom—Substitute ‘50 kg’ for ‘50 lb.’  
Line 3 from the bottom—Substitute ‘75 kg’ for ‘75 lb.’  
Line 5 from the bottom—Substitute ‘75 kg’ for ‘75 lb.’  
Substitute ‘50 kg’ for ‘50 lb.’

(iii) Page 9, second column—  
Line 31—Substitute ‘square metre’ for ‘square yd’.  
Line 32—Substitute ‘metre’ for ‘foot’.  
Substitute ‘metres’ for ‘feet’

(iv) Page 15, first column, line 4—Substitute ‘5 or 10 rulings to the centimetre’ for ‘8 or 10 rulings to the inch (sometimes 20)’.

(v) Page 19, first column, lines 15 and 16—*Substitute '10 divisions to the centimetre' for '8 or 10 divisions to the inch'.*

(vi) Page 22, first column—

Line 16—*Substitute '40 metres' for '40 yards'.*  
Lines 25, 26, 31 and 32—*Substitute 'short pieces of specified length' for 'two yard pieces'.*

(vii) Page 23, Fig. 7—

(i) *Substitute 'Characteristic : Weight of short pieces of specified length' for 'Characteristic : Weight of 2-yard pieces'.*

(ii) *Substitute 'Grams' for 'Ounces'.*

(iii) *Substitute 'Weight of Short Pieces of Specified Length of Finisher Lap' for 'Weight of Two-yard Pieces of Finisher Lap'.*

(iv) *Substitute 'g' for 'oz'.*

(viii) Page 24, Fig. 8—

(i) *Substitute 'Characteristic : Weight of short pieces of specified length' for 'characteristic weight of 2-yard pieces'.*

(ii) *Substitute 'Grams' for 'Ounces'.*

(ix) Page 25, Fig. 9—*Substitute 'NORMAL DAILY OUTPUT 25000 kg' for 'NORMAL DAILY OUTPUT 50,000 lb'.*

(x) Page 26, first Column—

Line 9 from the bottom—  
*Substitute '15±0.25 kg' for '30 lb±8 oz'.*

Line 11 from the bottom—  
*Substitute '15 kg and tolerance limits of ±0.25 kg' for '30 lb. and tolerance limits of ± 8 oz'.*

(xi) Page 27, second column—

Line 1 from the bottom—  
*Substitute 'metres' for 'yards'.*

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Line 23 from the bottom—  
 Substitute 'litres' for 'gallons'.

Line 24 from the bottom—  
 Substitute 'metres' or 'kilograms' for 'yards or pounds'.

Substitute 'tonnes' for 'tons'.

(xii) Page 29, first column—

Line 1.—Substitute 'tonnes' for 'tons'.

Line 25 from the bottom—  
 Substitute 'metres' for 'yards'.

Line 29 from the bottom—  
 Substitute 'metre' for 'foot or yard'.

Line 38 from the bottom—  
 Substitute 'metres' for 'yards'.

(xiii) Page 29, second column, Table III—

(i) Substitute 'Production in Metres' for 'Production in Yards'.

(ii) Substitute 'Imperfect Metres' for 'Imperfect Yards'.

4 IS : 563-1961 Specification for DDT, Technical (Revised) S.O. 416 No. I dated 10 March 1963 to Feb. 1963  
February, 1962

(i) The existing clause 5.1 I April has been substituted by a new one. 1963.

(ii) Sub-clause 5.2.1—Introduce the following new clause after 5.2 :

"5.2.1 When hessian bags are used for packing this material, the pictorial marking for 'USE NO HOOKS' DO NOT PUNCTURE' as specified in IS : 1286-1958 Pictorial Markings for Handling Instructions for Non-Dangerous Goods, shall be stencilled on the bags".

(iii) The existing sub-clause 5.2.1 has been substituted by a new sub-clause 5.2.2.

(iv) Clause B-1.2, Line 5—  
 Substitute '27° ± 0.5° C' for '25° ± 0.5° C'.

1	2	3	4	5	6
5	IS : 633-1956 Specification for DDT Emulsifiable Concentrates.	S.R.O. 2029 dated 22 June 1957	No. 1 March 1963	(i) The existing sub-clause 3.2.1 has been substituted by a new one. (ii) Sub-clause 3.2.2—Delete the existing sub-clause and renumber sub-clauses '3.2.3 to 3.2.6' to read as '3.2.2 to 3.2.5'. (iii) Sub-clause 3.2.6 (now renumbered as 3.2.5), line 3—Substitute '3.2.1 to 3.2.4' for '3.2.1 to 3.2.5'. (iv) The existing Appendix B has been deleted.	April, 1963.
6	IS : 1050-1957 Specification for Lime Sulphur Solution.	S.R.O. 2423 dated 27 July 1957	No. 1 March 1963	The existing clause 6.1 has been substituted by a new one.	April, 1963.
7	IS : 1055-1957 Specification for Nicotine Sulphate Solution.	S.R.O. 2328 dated 20 July 1957	No. 1 March 1963	The existing clause 6.1 has been substituted by a new one.	April, 1963.
8	IS : 1083-1957 Specification for White oil Light, Technical	S.R.O. 3476 dated 2 November 1957.	No. 1 February 1963	(i) The existing clause 0.5 has been substituted by a new one. (ii) The existing sub-clause 0.5.1 has been substituted by a new one. (iii) The existing clause 4.1 has been substituted by a new one. (iv) The existing Table 1 has been substituted by a new one.	April, 1963.
9	IS : 1306-1958 Specification for Aldrin Technical.	S.O. 357 dated 13 Feb, 1960.	No. 1 March 19, 1963.	The existing clause 6.1 has been substituted by a new one.	April, 19
10	IS : 1308-1958 Specification for Aldrin Dusting Powders.	S.O. 74 dated 9 January 1960.	No. 2 March 1963	(i) The existing clause 5.1 has been substituted by a new one. (ii) A new sub-clause 5.2.2 has been introduced after 5.2.1 and the existing sub-clause 5.2.2 has been renumbered as 5.2.3.	April, 196
11	IS : 1309-1958 Specification for Endrin, Technical.	S.O. 2401 dated 31 October 1959.	No. 2 February 1963.	The existing clause 5.1 has been substituted by a new one.	April, 1963.
12	IS : 1402-1959 Specification for Braided Cotton Cord for Aeronautical Purposes.	S.O. 357 dated 13 February 1960.	No. 1 February 1963.	(i) The existing clause 5.3 has been substituted by a new one. (ii) Table I, last Column—substitute '15' for '9' *	April, 1963.

1	2	3	4	5	6
13	IS 1450-1959 Specification for Hand-loom Cotton Floor Durries.	S.O. 1988 No. dated 13 August 1960.	1 January 1963.	(i) The existing clause 0-3 has been substituted by a new one. (ii) Table II, against Variety No. 3—	1 April, 1963.
					Fifth Column— <i>Substitute</i> '915(or 27)' for '850(or 25)' Seventh Column— <i>Substitute</i> '318 (or 700)' for '294 (or 650)'.

Copies of these Amendment Slips are available, free of cost, with the Indian Standards Institution, Manak Bhavan, 9, Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232, Dr. Dadabhoi Naoroji Road, Bombay-1, (ii) Third Floor, 11, Scootokin Street, Calcutta-13, (iii) 2/21, First Line Beach, Madras-1, and (iv) 14/69, Civil Lines, Kanpur.

[No. MD/13:5]

D.V. KARMARKAR,  
Head of the Certification Marks Divn

**MINISTRY OF HEALTH**  
*New Delhi, the 20th March 1963*

**S.O. 901.**—Whereas, Mother Kelly Mary Ann, Nursing Superintendent, Gandhi Memorial Hospital, Rewa and Miss Lily Francis, Midwife, Health Centre M.T. Hospital-Compound, Indore City have been elected by the Mahakoshal Nurses Council, Indore, to be members of the Indian Nursing Council under clauses (a) and (g) respectively of sub-section (1) of section 3 of the Indian Nursing Council Act, 1947 (48 of 1947);

And, whereas, Kumari G. K. Pavri, Matron, Irwin Group of Hospital, Jamnagar has been elected by the Gujarat Nursing Council to be a member of the Indian Nursing Council under clause (a) of sub-section (1) of section 3 of the Indian Nursing Council Act, 1947 (48 of 1947);

And, whereas, Kumari Tahira Hashim Ali Khan, B.Sc. (Hons.), Special Officer, Nursing College, Hyderabad, has been elected by the Andhra and Hyderabad Nurses' and Midwives Councils to be a member of the Indian Nursing Council under clause (a) of sub-section (1) of section 3 of the Indian Nursing Council Act, 1947 (48 of 1947);

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Health No. F. 27-57/57-MII(B), dated the 1st December, 1958, namely:—

In the said notification,

(i) under the heading "Elected under clause (a) of sub-section (1) of section 3", after the existing entries, the following entries shall be inserted, namely:—

"9. Mother Kelly Mary Ann, Nursing Superintendent, Gandhi Memorial Hospital, Rewa, Madhya Pradesh.

10. Kumari G. K. Pavri, Matron, Irwin Group of Hospital, Jamnagar, Gujarat.

11. Kumari Tahira Hashim Ali Khan, B.Sc. (Hons.), Special Officer, Nursing College, Hyderabad, Andhra Pradesh."

(ii) under the heading "Elected under clause (g) of sub-section (1) of section 3", after the existing entries, the following entry shall be inserted, namely:—

"3. Miss Lily Francis, Midwife, Health Centre M.T. Hospital-Compound, Indore City, Madhya Pradesh."

[No. F. 27-28/62-MII.]

R. MURTHI, Under Secy.

*New Delhi, the 21st March 1963*

**S.O. 902.**—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (B) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following further amendments in the notification of the Government of India in the Ministry of Health No. SRO 619, dated the 28th February, 1957, namely:—

In the Schedule to the said notification in Part I—General Central Service Class II, the column 5 relating to “Appellate Authority” shall be omitted.

[No. F. 16-96/62-L.S.G.]

A. K. DAR, Under Secy.

**MINISTRY OF TRANSPORT & COMMUNICATIONS**

(Department of Transport)

*New Delhi, the 19th March 1963*

**S.O. 903.**—In pursuance of Sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Transport No. S.R.O. 610, dated the 28th February, 1957, namely:—

In the Schedule to the said notification, in Part III for the heading “Regional Tourist Offices”, the following heading shall be substituted, namely:—

“Regional Tourist Offices, including Tourist Bungalows/Restaurants managed by the Department of Tourism”.

[No. 4-TPL.II(8)/61.]

G. K. DOGRA, Under Secy.

(Department of Transport)

(Transport Wing)

**PORTS**

*New Delhi, the 18th March 1963*

**S.O. 904.**—In exercise of the powers conferred by Section 7 of the Bombay Port Trust Act, 1879 (Bombay Act 6 of 1879), the Central Government hereby appoints the following persons to be members of the Board of Trustees of the Port of Bombay for two years with effect from 1st April, 1963:—

- (1) Shri S. R. Kulkarni
- (2) Shri H. N. Trivedi

Representatives of Labour.

[No. 8-PG(1)/63.]

HARBANS SINGH, Under Secy.

**(Departments of Communications and Civil Aviation)**

(P. & T. Board)

*New Delhi, the 16th March 1963*

**S.O. 905.**—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President

hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Communications (Posts and Telegraphs) No. S.R.O. 620, dated the 28th February 1957, namely:—

In the schedule to the said notification—

I. in Part II—General Central Service, Class III, under the heading "Post Offices"—

(a) against the entry "Postmaster on Time-Scale: Town Inspector of Post Offices; Ministerial staff in clerical grades; Overseer; Overseer Postmen; Sorting Reader Postmen; Head Postmen; Departmental Branch Postmaster; Dispatch Rider" in column 1,

(i) the following entries in columns 3, 4 and 5 respectively shall be deleted, namely:—

3	4	5
"Presidency Postmaster ; Postmaster in the grade of Presidency Postmasters."	"(iv) to (vi)"	"Director of Postal Services".

(ii) against the entry "Deputy Presidency, Postmaster; Deputy Postmaster in the Postmasters' Service, Class II" in column 3, for the existing entry "(i) to (iii)" in column 4, the entry "All" shall be substituted.

(b) against the entry "All other Posts" in column 1, the entry "Deputy Postmaster in Postmasters' Service, Class II;" in column 5 shall be deleted.

II. in Part III—General Central Service, Class IV, under the heading "Post Offices", against the entry "All Posts" in column 1, the entry "Deputy Postmaster in Postmasters' Service, Class II;" in column 5 shall be deleted.

[No. 44/35/62-Disc.]

HIT PARKASH,  
Assistant Director General,

**MINISTRY OF RAILWAYS**  
(Railway Board)  
ORDER

New Delhi, the 26th March 1963

**S.O. 906.**—In exercise of the powers conferred by sub-section (1) of section 40 of the Defence of India Act, 1962 (51 of 1962), and of all of the powers enabling it in this behalf, the Central Government hereby directs that the powers exercisable by it under sub-rule (1) of rule 134A of the Defence of India Rules, 1962, shall also be exercisable by the officers mentioned in column (2) of the Schedule hereto annexed in respect of the Public premises specified in the corresponding entry in column (3) thereof.

SCHEDULE

Sl. No. (1)	Officers authorised (2)	Public premises (3)
1.	Senior Deputy General Manager, Central Railway.	Premises under the control of the Central Railway.
2.	Senior Deputy General Manager, Eastern Railway.	Premises under the control of the Eastern Railway.
3.	Senior Deputy General Manager, Northern Railway.	Premises under the control of the Northern Railway.
4.	Chief Engineer, North-Eastern Railway.	Premises under the control of the North-Eastern Railway.
5.	Chief Engineer, North-East Frontier Railway.	Premises under the control of the North East Frontier Railway.
6.	Senior Deputy General Manager, Southern Railway.	Premises under the control of the Southern Railway.

Sl. No. (1)	Officers authorised (2)	Public premises (3)
7.	Senior Deputy General Manager, South Eastern Railway.	Premises under the control of the South Eastern Railway.
8.	Senior Deputy General Manager, Western Railway.	Premises under the control of the Western Railway.
9.	General Manager, Chittaranjan Locomotive Works, Chitta- ranjan.	Premises under the control of the Chittaranjan Locomotive Works.
10.	General Manager, Diesel Loco- motive Works, Varanasi.	Premises under the control of the Diesel Locomotive Works.
11.	General Manager, Integral Coach Factory, Perambur, Madras.	Premises under the control of the Integral Coach Factory.
12.	Chief Engineer, D.B.K Railway Project, Waltair.	Premises under the control of the Dandakaranya Bolangir Kiri- buru Railway Project.

[No. 62/W2/LA/15]

P. C. MATHEW, Secy.

## MINISTRY OF SCIENTIFIC RESEARCH &amp; CULTURAL AFFAIRS

## ARCHAEOLOGY.

New Delhi, the 19th March 1963

S.O. 907.—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule attached hereto is of national importance.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said ancient monument to be of national importance.

Any objection made within two months after the issue of this notification by any person interested in the said ancient monument will be considered by the Central Government.

*New Delhi, the 20th March, 1963*

**S.O. 908.**—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule attached hereto is of national importance.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said ancient monument to be of national importance.

Any objection made within two months after the issue of this notification by any person interested in the said ancient monument will be considered by the Central Government.



## MINISTRY OF WORKS, HOUSING AND REHABILITATION

(Department of W. &amp; H.)

New Delhi, the 21st March 1963

**S.O. 909.**—In pursuance of rule 5A of the Public Premises (Eviction of Unauthorised Occupants) Rules, 1958, the Central Government hereby authorise the Gazetted Officer mentioned in column 1 of the Table below to hear applications for transfer of any proceedings pending before an Estate Officer and pertaining to public premises specified in column 2 of the said Table.

## TABLE

Gazetted Officer I	Public Premises 2
Shri J. A. DAVE Deputy Commissioner, Municipal Corporation, Delhi.	Premises belonging to or under the administrative control of the Municipal Corporation, Delhi.

[No. 32/5/63-EE.]

New Delhi, the 23rd March 1963

**S.O. 910.**—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Works, Housing and Supply No. S.O. 890 dated the 10th April, 1961 namely:—

In the table below the said notification, for the entries under columns 1 & 2 against Serial No. 27, the following shall be substituted, namely:—

I	2
Director of Audit & Accounts, Posts & Telegraphs, Delhi.	Premises under the control of the Accountant General, Posts & Telegraphs, Simla, situated in Delhi & New Delhi.

[No. 24/1/62-EEIII/EE.]

S. L. VASUDEVA, Under Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

## ORDER

New Delhi, the 19th March 1963

**S.O. 911.**—In the order issued in pursuance of Rule 11-D(D)(A) of the Evacuee Interest (Separation) Rules, 1951 vide notification No. 5(24)/59-Prop.II-Comp, dated the 5th July, 1962, for the words and figures '31st December, 1962' the words and figures '30 June, 1963' may be substituted.

[No. F. 5(24)/59-Prop.II-Comp.]

N. P. DUBE, Jt. Secy.

## MINISTRY OF LABOUR &amp; EMPLOYMENT

New Delhi, the 19th March 1963

**S.O. 912.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the factories situate in the areas in the State of Orissa

mentioned in the Schedule appended to this notification, from the payment of the employer's special contribution leviable under Chapter V-A of the said Act till the enforcement of the provisions of Chapter V of that Act in those areas.

## SCHEDULE

Sl. No.	Name of District	Name of the areas.	Name of the factory.
1	2	3	4
1.	Balasore	Balasore	Balanga Iron Works Ltd. Village Balia.
2.	Cuttack	Cuttack	Chhattisgarh Power Com Weaver's Co-operative Society Ltd., Village Chhatia.
		Nara	Hindustan Construction Co. Ltd. Workshop.
3.	Sambalpur	Remed	Utkal Foundry & Engineering Co. Ltd.
		Sambalpur	Utkal Automobiles (P) Ltd., Modipara.
4.	Koraput	Jolaput	Garage Jolaput, M.M.E. Scheme, Government of Orissa.
5.	Mayurbhanj	Palbani	Kalahandi Saw Mill.

[No. F. 6(81)/63-HI.]

New Delhi, the 20th March 1963

**S.O. 913.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2871, dated the 11th September, 1962 namely:—

In the Schedule to the said notification, against serial No. 7, the following entries occurring in columns 3 and 4 respectively shall be omitted, namely:—

3	4
"Hospet	1. Hydro Electric Power House, 2. Tungabhadra Project Repair Yard."

[No. F. 6(41)/62-HI.]

**S.O. 914.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2665, dated 2nd November, 1961, namely:—

In Schedule I to the said notification, against serial No. 3, the following entries occurring in columns 4 and 5 respectively shall be omitted, namely:—

4	5
"Hospet	1. The India Sugar & Refinery Ltd, 2. The Indian Hume Pipe Co. Ltd."

[No. F. HI-6(141)/59.]

New Delhi, the 22nd March 1963

**S.O. 915.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the factories situate in the areas in the State of West Bengal mentioned in the Schedule appended to this notification, from payment of employer's special contribution leviable under Chapter V-A of the said Act until the enforcement of the provisions of Chapter V of that Act in those areas.

## SCHEDULE

Sl. No.	Name of District	Name of the area	Name of the factory
1	2	3	4
1	Bankura	Bishnupur Khatra	Sribas Rice, Flour & Oil Mills. 1. Hindustan Spuff Pipes. 2. Central Repair Shop. 3. Repair Workshop.
2	Birbhum	Bolpur Patelnagar	1. Mukherjee Engg. Co. 2. Paul Bhakta Bhai Oil Mills. Patelnagar Fire Bricks & Potteries Ltd.
3	Burdwan	Barakar Ushagram	Barakar Engg. & Foundry Works Ltd. 1. Kachi Patal Saw Mill. 2. French Motor Car Co. Ltd. 3. Creet Motors. 4. Solar Chemical.
4	Darjeeling	Darjeeling (Proper)	Darjeeling Electric Supply Dept.
5	Jalpaiguri	Chamurchi Siliguri	Sankar Saw Mill. 1. North Bengal Saw Mill. 2. Walfert Transport Ltd. (workshop)
6	Malda	Malda	The Malda Mango Processing Co-operative Society Ltd.
7	Midnapur	Jhargram Kharagpur Surjaganj	Sti Janakilal Agarwal Oil Mill. Shree Luxmi Chemicals & Industries Private Ltd. Hrishikesh Kundu & Modan Mohan Kundu (Surjaganj Oil Mill).
8	Murshidabad	Cossimbazar	Bengal Textile Mills Ltd.
9	Nadia	Fulia Colony Krishnanagar Shantipur	Fulia Sheet Metal & Hardware Industries. 1. Taps & Dies Ltd. 2. Osborn (India) Engg. Private Ltd. 1. Santipur Industrial Co-operative Society Ltd. 2. Rebuilding of West Bengal Santigarh Co-operative Multi-Purpose Society Ltd. 3. Sri Krishna Co-operative Textile Society Ltd.
10	Purulia	Ranaghat Jhalda	Nadia Textile Mills. Eastern Cutlery & Tools Mfg. Co. (Private) Ltd.

[No. F. 6(83)/63-HI]

**S.O. 916.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 31st March, 1963, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force),

and Chapters V and VI [except sub-section (1) of section 76 and section 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas of Dehradun, Mathura, Hapur and Harangaon in the State of Uttar Pradesh, namely:—

**I. Dehradun:**

- (i) The areas within the Municipal Board, Dehradun.
- (ii) The areas within the Cantonment Board, Dehradun.
- (iii) Villages Udalwala, Karanpur, Chukhuwala, Mohebiawala, Niranjanpur, Dehradun, Ranghaiwala, Karanpurkhas, Dehrakhas, and Kaulagarh in Pargana, Tehsil and District Dehradun.

**II. Mathura:**

- (i) The areas within the Municipal Board, Mathura,
- (ii) The areas within the Cantonment Board, Mathura,
- (iii) Village Ahilyaganj in Pargana, Tehsil and District, Mathura.

**III. Hapur:**

- (i) The areas within the Municipal Board, Hapur, Pargana and Tehsil Hapur, District Meerut.
- (ii) The areas within the Municipal Board, Hapur, Pargana Sarwa, Tehsil Hapur, District Meerut.
- (iii) Village Hapur Shivgarhi in Pargana and Tehsil Hapur, District Meerut.

**IV. Dharangaon:**

Village Harangaon in Pargana and Tehsil Firozabad, District Agra.

[No. F. 13(23)/63-HI.]

*New Delhi, the 23rd March 1963*

**S.O. 917.**—In exercise of the powers conferred by Section 90 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the undermentioned factories belonging to the Central Government in the Ministry of Works, Housing and Rehabilitation and placed under the Central Public Works Department, from all the provisions of the said Act for a further period of six months upto and inclusive of the 14th September, 1963, namely:—

1. The Electric Fans, Motors and Appliances Repair Shop, Barakhamba Road, New Delhi
2. The Horticultural Tools and Implements Repair Shop, New Delhi.
3. The Auto and General Repairs and General Machines Shop and Foundry, American Ware House, Factory Road, New Delhi
4. The Desert Cooler Refrigerator, Air Conditioning and Electric Repair Workshop, Barakhamba Road, New Delhi.

[No. F. 6(87)/C3-HI.]

*New Delhi, the 26th March 1963*

**S.O. 918.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act 1948 (34 of 1948), the Central Government hereby appoints the 31st March, 1963, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force), and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas of Belgaum in the State of Mysore, namely:—

The areas covered by the Municipal limits of Belgaum and inclusive of the following areas in and around the Municipal limits of Belgaum, namely:—

- (1) City Survey limits.
- (2) Mazagaon area, including Survey No. 691/1/1.
- (3) Cantonment area.
- (4) Khasbag, Survey Nos. 80, 76, 48.

(5) Angol, Survey No. 733.

(6) Survey Nos. 899, 10, 892, 1400, 368, 897 and 1381.

[No. F. 13(24)/63-HL]

O. P. TALWAR, Under Secy.

*New Delhi, the 21st March 1963*

**S.O. 919.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Bankola Colliery, Post Office Ukhra, District Burdwan (West Bengal) and their workmen.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA**

**REFERENCE No. 31 of 1962.**

**PARTIES:**

Employers in relation to the Bankola Colliery, P.O. Ukhra, Distt. Burdwan.

AND

Their workmen.

**PRESENT:**

Shri L. P. Dave—Presiding Officer.

**APPEARANCES:**

On behalf of the employers.—Shri M. S. Bala, Personnel Officer, M/s. Bird & Co. (P.) Ltd.

On behalf of workmen.—Shri Kalyan Roy, Vice-President, Colliery Mazdoor Sabha.

**STATE:** West Bengal.

**INDUSTRY:** Coal Mines

**AWARD**

The Government of India, Ministry of Labour and Employment, New Delhi, by their order No. 2/66/62/LRII, dated 23rd July 1962, have referred the industrial dispute existing between the employers in relation to Bankola Colliery and their workmen in respect of the question whether the dismissal of Sarvashri Fateh Shaikh, Bachan Shaikh, Sarju Gope, Shew Pujan Ahir, Julphikar Shaikh, Markendi Shaikh, Ramkishan Ahir and Parsuram Dusadh, workmen of the above colliery was justified and if not, to what relief they were entitled, for adjudication to this Tribunal?

2. The facts relating to the dispute are that the eight workmen mentioned in the order of reference were workmen working in the Bankola Colliery. The Colliery had not got enough houses for all workmen but houses were being gradually constructed. It appears that some rooms were constructed in March or April 1962. The management's case is that these workmen and some other broke open the locks of some of these new rooms on 20th April 1962 and unauthorisedly occupied them. The Manager asked them to vacate but they did not do so. Charge-sheets were thereupon served on them on or about 27th April 1962. They denied the charges stating that they had not been provided with quarters by the management and had to stay in rented houses where they had to pay high rents and where there was no arrangement for water etc. They further said that they had drawn the attention of the authorities to these difficulties and requested them to make some arrangements; and that the Group Personnel Officer asked them to move into the new quarters which were being built. It was then stated that they continued to live in rented quarters for some time and later on moved into the new quarters according to the G.P.O.'s suggestion. A departmental enquiry was held by the then Welfare Officer of the Colliery, who submitted his report to the Chief Mining Engineer. It appears however that the papers were lost by the Peon who was taking them from the colliery to the Company's office. Thereupon fresh charge-sheets were served on all the concerned workmen on 11th May, 1962. They replied to the charge-sheets. Thereafter a fresh enquiry was held by the new Welfare Officer who held the charges proved and recommended dismissal of the present workmen. Lighter punishment was recommended for the remaining workmen, as they had vacated the quarters. The papers were sent to the Chief

Mining Engineer who ordered discharge or dismissal of the present workmen. Accordingly, they were dismissed and this has given rise to the present dispute and reference.

3. The workmen's case is that they did not unauthorisedly occupy the quarters but that they had done so with the permission of the then Welfare Officer. They also urged that the Management was deliberately not allotting quarters to them though they were senior because they were members of a particular Union while the company was supporting another Union. They further urged that the enquiry which was held was not proper and that the dismissals were not justified. On the other hand, the management's case is that no permission had been given to the workmen to occupy the quarters. They also contend that the enquiry which were held were proper. Lastly it was contended that this was not an industrial dispute but an individual dispute and hence there could be no valid reference and this Tribunal has therefore no jurisdiction.

4. Taking the last point first, the contention of the management is that the present dispute is an individual dispute and not an industrial dispute. It is now settled law that though a dispute may be about an individual, it can become an industrial dispute if it is taken up by a large number of workmen of the particular establishment. The management's contention is that the present dispute appears to have been taken up by the Colliery Mazdoor Sabha, which has no membership in this colliery and hence the dispute could not be converted from an individual dispute to an industrial dispute. In this connection, the employers relied on the cases of Express Newspapers (Private) Ltd., vs. First Labour Court, West Bengal, (1959) I.L.L.J. page 600 and Visalakshi Mills Ltd. vs. Labour Court, Madurai and another (1962) II L.L.J. page 93. Both cases recognise the principle that an individual dispute could be taken up by an Union and thereby it could be transformed into an industrial dispute. In the Calcutta case, it was held that there was no justification in holding that a workman's case could be taken up by an Union unconnected with the employer or the industry concerned and still pass the test whereby an individual dispute could be transformed into an industrial dispute; because, the employer is not concerned with the workmen who are not in his employ and he could not possibly have an industrial dispute or any dispute with persons who are not in his employ. It was then held that the real test appeared to be as to whether the majority or a large portion of the workmen employed in the particular industry were concerned in the dispute or not. It was also held that when the Union takes up the cause of an individual workman, it signifies a concerted action on the part of the workmen who were members of that Union. The whole point was as to whether the employer was fighting a dispute with a large number of his workmen. It was lastly held that when a workman was represented by an Union of the workmen of the employer or a large portion thereof, and if the employer alleged that the Union did not represent the views of the majority of the workmen or a large portion thereof, then in the first instance, it would be for him to prove the same.

5. In the Madras case also, the High Court held that it was well settled that an individual dispute could become an industrial dispute if it had the collected support from a considerable or substantial number of workmen in the establishment. It also held that where there was a general Union at whose instance a dispute regarding an individual workman was referred for adjudication, it could not be assumed that the individual dispute was converted into a collective dispute if the general union had on its rolls a few of the workmen in the establishment as its members. In such case, it would have to be proved that the workmen who are members of the general union have substantial or considerable section of the workmen of the particular establishment and also that those members participated in or acted together or arrived at an understanding and collectively supported on the date of the reference the demand or the cause of an individual dispute.

6. Applying the above principles to the facts of the present case, we find that the Colliery Mazdoor Sabha is a Trade Union working in the coal mines and it has started its branch in this colliery in 1961. There is another union working in this colliery and admittedly this other union is recognised by the management. From the evidence of workman Bachhan Sheikh, it appears that about 800 workmen have joined the new union formed in this Colliery. From his evidence, it also appears that about one and half months after the present workmen were dismissed, a meeting had been held by the workmen of the Colliery about the dismissal and the said meeting was attended by about 1,000 workmen. The Welfare Officer of the colliery, Shri Prasad, admits that the Colliery Mazdoor Sabha has formed a union recently in the colliery but he could not say as to how many workmen had joined the said union. From the evidence of the Welfare Officer,

It also appears that the total number of workmen in the colliery is about 1,500. As I mentioned above, the Colliery Mazdoor Sabha is admittedly working in this colliery from before the time the present dispute started. It had taken up the present dispute and at its instance, it has been referred for adjudication. The presumption therefore would be that the dispute is an industrial dispute and it would be for the employers to show that the dispute has not the support of a large number of their workmen. Actually, from the evidence of Bachhan Sheikh, it would appear that the dispute has the support of quite a large number of workmen of the colliery. I am therefore satisfied that the present dispute is an industrial dispute and hence the reference is proper.

7. Coming to the facts of the present case, the charge against the workmen concerned is that they unauthorisedly occupied certain quarters by breaking open the locks and that they did not vacate them though asked to do so. Two enquiries were held in the matter. This was because the papers relating to the first enquiry were lost in transit while they were being sent to the higher authorities for approval of the punishment proposed. As the dismissal has been based on the findings of the second enquiry, we need not go into the merits of the first enquiry but we shall have to consider whether the second enquiry was properly held or not.

8. The law on this point is well settled. Where a person is dismissed as a result of a departmental enquiry, the Tribunal would not interfere unless there was want of good faith or there was victimisation or unfair labour practice or where the management had been guilty of a basic error or violation of the principles of natural justice or when on materials the findings were perverse. The Tribunal is not sitting in appeal against the decision of the domestic enquiry and could not substitute its own decision for the decision of the departmental enquiry. It could not go into the question as whether the evidence on which the findings of the domestic enquiry were based was sufficient or insufficient nor could it consider the question of credibility of the evidence. The latest decision on the point is that of the Supreme Court in the case of Hamdard Dawakhana Wakf vs. its workmen, (1962) II L.L.J. 772.

9. Before proceeding further, I may mention that a grievance was made before me on behalf of the workmen that the management was showing favouritism in the question of allotment of quarters and that only members of the recognised union were allotted quarters while others were not. The management deny this and allege that in allotting quarters, they generally look into the question of seniority except in the case of persons who are considered to be doing essential service. The question is not relevant or material in the present case. Even if a workman was entitled to get a quarter allotted to him and even if it was not done, he should have got the matter taken up by his union but it would not entitle him to take the law in his own hands or to occupy quarters without being authorised to do so.

10. On the merits of this question, I may say that the register which is said to have been maintained for the purpose of allotment has been produced before me, but it does not appear to be kept regularly. It does not contain signatures nor does it show the length of service of the persons to whom quarters are shown to have been allotted. I was also told that there is a Committee for the purpose of allotment of quarters, but no proceedings of the said Committee have been produced before me. The records thus do not show whether seniority is respected in allotting quarters. The question, however, as I said above, is not material or relevant, in the present dispute, because, assuming that the workmen concerned or some of them were entitled to allotment of quarters and were still not allotted any quarters, they could not occupy the quarters without permission and if they did so, the management would have the right to take disciplinary action against them.

11. I may mention here that so far as the enquiry is concerned, some irregularities were committed therein. The most important irregularity is the presence of one Nageswar Prasad Singh at the time of the inquiry. He is an ordinary clerk in the colliery, but he is also the Secretary of the local branch of the recognised union. Allegations have been made against him by the presiding union; I am not concerned with those allegations. The fact however remains that this clerk was present at the time of both the enquiries. I do not understand why he should have been called to remain present at the time of the enquiry by the Welfare Officer. It was said that he was required to bear witness to what was being done at the enquiry. Firstly, I think the Welfare Officer's word would have greater weight than that of a bonus clerk. Secondly, I find that at the time of the enquiry, a Senior Officer like the Group Personnel Officer (Shri Singh) was also present and there was no necessity to keep this clerk present. In this

connection, it was said that Shri Prasad who held the second enquiry was new to the colliery and did not know that this clerk was the Secretary of the recognised union. Assuming that this was so, the Manager and the Group Personnel Officer were present. Actually, the Group Personnel Officer had come there with the specific purpose to see that Shri Prasad who was new to the colliery did not make any mistake. Still neither he nor the Manager asked Shri Prasad not to keep this clerk present. In my opinion, this was a gross irregularity.

12. Then there is another irregularity in that the statement of one of the charge-sheeted persons was not recorded on that day but was recorded on the following day. As stated above, not only the present eight workmen, but some five others were also chargesheeted for unauthorised occupation and the enquiry was held jointly against all thirteen at the same time. The other five persons excepting the present eight appear to have vacated the quarters probably in the course of the enquiry and so far as they are concerned, they have escaped the punishment of dismissal, because of this. The statement of one of these persons was not recorded on the day on which the statements of others were recorded and we are told that this was because he was not well. There is nothing on the record at any place that the statement of this person was not recorded on that day because he was not well. I think that his statement was not recorded on that day probably to enable him to vacate the quarters which he must have done that evening so that in his statement, he could say that he had (already) vacated the quarters.

13. It was also urged that the Enquiry Officer had not followed a proper procedure in that in some cases, he recorded the replies in question and answer form and in some cases, he did so in narrative form. I do not think that this is an irregularity or illegality; even if it is an irregularity, it is not material and would not vitiate the enquiry. It was also said that the names of all the different charge-sheeted persons were not mentioned when the witnesses were being cross-examined and that a general question was put to all of them together whether they wanted to cross-examine the particular witness. It appears that different charge-sheeted persons did exercise their right of cross-examination from time to time showing that all of them were given the opportunity to do so and I do not think that they were in any way prejudiced by this.

14. It was also alleged that the Manager and Nageshwar took part in the inquiry by putting questions to the chargesheeted persons and that after the charge-sheeted persons put some questions to some witnesses, the Manager stopped them from putting further questions. It was alleged that the statements of the witnesses and charge-sheeted persons were recorded in English though they were given in Hindi and were not read over or explained to the chargesheeted persons. These allegations, except that the statements were given in Hindi but were recorded in English, have been denied by the Manager and by the Enquiry Officer. No such specific allegation was made in the written statement before the Tribunal; some of the allegations were made for the first time in the cross-examination of Bachan. I do not believe these allegations.

15. It was then urged that the Welfare Officer should have been examined as a witness at the second inquiry and as this was not done, it should have been held that the workmen had been permitted by him to occupy the quarters. It may be noted that the workmen's case as made out in their replies to the first charge-sheet was that they had occupied the quarters with the permission of the G.P.O. The letters "G.P.O." are a short form for "Group Personnel Officer". Shri Sinha has been the Group Personnel Officer of this and other allied collieries for sometime and the workmen's case as stated in their replies to the charge-sheets therefore appeared to be that Shri Sinha had authorised their occupying the quarters. Shri Sinha's Headquarters are at Sijua while the colliery is situated at Bankola at quite a great distance. At the time when the first enquiry was held, the workmen stated that what they meant was that it was the Welfare Officer who had authorised them to occupy the quarters. This enquiry was then being held by the then Welfare Officer, Mr. Mukherjee, and it was in the course of the enquiry that the workmen alleged for the first time that it was Shri Mukherjee who had authorised them to occupy the quarters. Shri Mukherjee completed the enquiry and in his report he said that he had not given the permission and sent the papers to the higher authorities. We are not concerned in the present case as to what Shri Mukherjee should have done when it was alleged in the course of the enquiry that he had given authority; because the workmen concerned have not been dismissed as a result of this enquiry. As I mentioned above, the papers about this enquiry were lost in transit and a second enquiry was held. By this time Shri Mukherjee had left the colliery and was succeeded by Shri Prasad and it was he who held the second enquiry. Shri Mukherjee was certainly a very

important witness at the time of the second enquiry, but he was not examined as a witness before the enquiry officer nor has he been examined as a witness before me.

16. It is true that the Tribunal is not sitting in appeal against the order of the Enquiry Officer. It also cannot consider the question about sufficiency or insufficiency of the evidence. In the present case, however it would not be a case of merely sufficiency or insufficiency of evidence, but it would be a question of there being any evidence at all. The workmen alleged that Shri Mukherjee had permitted them to occupy the quarters and they have stated so in their statement. As against this, there was no evidence. The person who could deny this would have been Shri Mukherjee, but he was not examined. In the circumstances, it would not be a case of sufficiency or insufficiency of the evidence or reliability or unreliability of evidence, but it would be a case of there being no evidence to justify a particular finding. I need not however go into this question and give a definite finding because in my opinion even if Shri Mukherjee had asked the workmen to occupy the quarters, he had no authority to do so and the workmen could not occupy the quarters at his instance.

17. It may be noted at the outset that in their reply to the first chargesheet, the workmen first stated that they had great hardship for want of quarters in the colliery; that they had to pay high rents; that there was inconvenience like water etc; and that they had drawn the attention of the Manager, the G.P.O. and others to this and requested them to make some arrangements for them. It was then alleged that G.P.O. had told them to move into the quarters which were being built. The reply then says, "so we waited and continued to live in the rented quarters and according to the suggestion I moved into the quarter". In other words, it would mean that the G.P.O. must have given a sort of vague direction that the new quarters when ready would be allotted to them and so they waited and continued to live in the rented quarters and later on moved into the new quarters according to the suggestion of the G.P.O.

18. In their statement at the time of the second enquiry, most of the workmen stated that they saw the Manager on 16th, 17th and 18th April, 1962 and requested him to allot quarters to them and on every occasion he told them to go and see the Welfare Officer. When they approached the Welfare Officer, he told them to have patience and that quarters would be given to them when ready. On 16th April 1962, the Welfare Officer told them that he had not received any instruction from the Manager and that he would consult the Manager and inform them. On 19th when they approached the Welfare Officer, he told them that the quarters were ready and they could occupy them and thereupon they occupied the quarters at 12 noon on 24th February, 1962. Most of them also admitted that the Manager called them after they occupied the quarters and asked them to vacate them but they replied that they would vacate only if alternate arrangements were made for them. Some of them also stated before the Enquiry Officer that when the Agent visited the quarters, they had told him that no one who was then living in the quarters was given permission by anybody and hence there was no question of their asking for or getting permission.

19. In his deposition before the Tribunal, Bachan Sheikh, one of the concerned workmen, has been examined on behalf of all of them. He has stated that when the workmen approached the Manager for allotment of quarters to them, he asked them to go to the G.P.O. (meaning Welfare Officer) and when they went to the Welfare Officer, he said that he would consult the Manager. Bachan Sheikh has further said that when they again went to the Welfare Officer after some days, he told them that they could occupy the quarters which had been recently constructed. He has then stated that before they could do so, the Manager went away on leave. The Welfare Officer however said that they may occupy the quarters and he would obtain the Manager's sanction and on this assurance, they went and occupied the quarters.

20. Reading the above statement as a whole, it would be clear not only that the Welfare Officer had no authority to allot quarters to the workmen and that only the Manager could do so, but it is also clear that the workmen knew that the Manager and the Manager alone could allot quarters to them. They were once told by the Welfare Officer that he had not yet consulted the Manager. Later on, he told them that they could occupy the quarters and he would obtain the Manager's sanction and we are told by Bachan Sheikh that it was on this assurance that the workmen occupied the quarters. In other words, the Manager alone could allot the quarters and he had not done so.

21. The subsequent conduct on the part of the workmen also shows that they had not been permitted to occupy the quarters and yet they wanted to take the

law in their own hands. When questioned by the Agent, they told him that others had occupied the quarters without permission and therefore there was no question for their obtaining permission. In other words, the attitude was that if others had taken the law in their own hands, and hence they had also the right to do so. Similarly, when the Manager asked them to vacate the quarters, they said that they would do so only if alternate arrangements were made for them. This also shows they had occupied the quarters without permission probably because they had some hardships in their old quarters or probably because they felt that they were not being allotted quarters because of Trade Union rivalry. Whatever the reason may be, the fact remains that the workmen took the law in their own hands and occupied the quarters without authority and refused to vacate them when asked to do so. This is an act of gross indiscipline and it could not be said that the order of dismissal in case of such indiscipline would be improper.

22. On the whole, I am satisfied that the charges against the chargesheeted persons were duly proved; that they had unauthorisedly occupied the quarters and refused to vacate them when asked to do so. The order of dismissal is proper; and the workmen are not entitled to any relief. In the circumstances of the case, I would order that parties should bear their own costs.

I pass my award accordingly.

The 14th March, 1963.

(Sd.) L. P. DAVE,  
Presiding Officer.

[No. 2/66/62-LRIL]

**S.O. 920.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri L. P. Dave, Arbitrator, in the industrial dispute between the employers in relation to the Bokaro Colliery of the National Coal Development Corporation Limited and their workmen.

BEFORE SHRI L. P. DAVE, ARBITRATOR

REFERENCE No. ARBN-1/62

**PARTIES:**

Employers in relation to the Bokaro Colliery of the National Coal Development Corporation Limited

AND

Their workmen represented by the Colliery Mazdoor Sangh, (Hazaribagh Zone), Bermo.

**PRESENT:**

Shri L. P. Dave

Arbitrator.

**APPEARANCE:**

*On behalf of Employers:* Shri D. Nar singh, Advocate.

*On behalf of Workmen:* Shri S. Das Gupta, Secretary, and Shri D. Pandey  
Office Colliery Mazdoor Sangh.

**STATE:** Bihar.

**INDUSTRY:** Coal Miner

**AWARD**

An industrial dispute arose between the employers in relation to Bokaro Colliery of the National Coal Development Corporation Limited and their workmen represented by the Colliery Mazdoor Sangh (Hazaribagh Zone) Bermo, hereinabove referred to as the 'union'. They entered into an arbitration agreement on 10th September 1962 under Section 10A of the Industrial Disputes Act agreeing to refer the said dispute to my arbitration. The said agreement was sent to the Central Government who in pursuance of Sub-section (3) of Section 10A of the Industrial Disputes Act published it in the official Gazette.

2. The dispute between the parties is regarding the minimum guaranteed wages. The union contends that in reviewing the total emoluments of the coal cutters and loaders in the quarries weekly for the purpose of ensuring minimum guaranteed wages, in terms of para 765 of the Coal Award and para 190 of the L.A.T. decision, payment on account of lead and lift should be excluded. The management on the other hand were of the opinion that in terms of the Coal Award and the L.A.T. decision, these payments should be taken into account when undertaking such review. The Union and the Management have filed their statements before me in support of the respective contentions.

3. There are various kinds and categories of workmen employed in the coal mines. In the present dispute, we are concerned with coal cutters and loaders, who are piece rated workers. The wage and other conditions of service of workmen employed in all the coal mines in India have been fixed by an Award of the All India Industrial Tribunal (Colliery Disputes), which I shall hereafter refer to as the Coal Award. There were appeals against this decision to the Labour Appellate Tribunal and the appeals were decided by that Tribunal on 29th January 1957. I shall hereafter refer to this decision as the L.A.T. decision.

4. So far as the coal cutters and loaders are concerned, they are, as I said above, piece rated workers and their basic wages have been fixed on the basis of their cutting and loading coal in tubs of 36 cubic feet each. In addition, they get dearness allowance depending upon the number of tubs and an additional dearness allowance depending on the cost of living index. We are not concerned with these items in the present dispute. These workmen also get an amount for what is known as lead and lift.

5. The term "lead and lift" has a special meaning in the coal mining industry. The wages of coal cutters and loaders are fixed on the basis of their cutting and loading coal. Normally, the tubs to be loaded are supposed to be near the place from where the coal is cut. Often, however, they are at some distance and the workers have therefore sometimes to walk some distance to load the coal in tubs and sometimes they have to climb an incline for the purpose. Naturally, they have to spend energy in doing this extra work, which also takes away some of their time. If the tubs were quite near the working place and if the workers were not required to walk or to climb, they would have been able to cut and load more tubs. With a view to compensate them for the additional work of walking and/or climbing, they were and are being paid allowances for what is known as lead and lift respectively. Lead has been described to be the payment made for the distance to be covered by minors before they can load the coal, while lift is described as the payment made for carrying coal up an incline. Payments for lead and lift were standardised for the first time by what is known as the Conciliation Board Award of 1947. The Coal Award increased these wages by 33 1/3 per cent. and this was confirmed by the L.A.T. decision.

6. As I mentioned above, the coal award fixed the basic wages of the workmen and also the wages for lead and lift. A demand was also made before that Tribunal that piece rated workers should be guaranteed a minimum wage. It was urged that situations may arise when the earnings of piece rated workers may suffer for no fault of theirs; that some of the working places may be difficult; that there may be variations in the earnings of piece rated trammers and that a certain amount of uniformity could be introduced only by means of a guaranteed wage. These contentions have been considered in Chapter XVIII (at para 760 to 766) of the Coal Award. The Tribunal agreed to the fixation of a minimum guaranteed wage. Para 765 of the Award deals with this point and it is this para which has given rise to the present dispute.

7. This para mentions at first that the Tribunal did not propose to direct that the moment a worker went underground, he should be entitled automatically to 75% of his total emoluments. It was mentioned that piece rated work itself in a sense guaranteed wages and the Tribunal expected that the workmen over a period of time to reach the workloads that the Tribunal had fixed for them, though on any particular day they may not be in a position to do so. It was said that over a period of 13 working days a worker must be in a position to cut and load 13 tubs; and if at the end of 13 working days, it was found that he had not been able to cut and load 9 3/4 tubs (which would be 75% of the workload) over a period of 13 working days, that certainly would be a matter for investigation by the management. The Tribunal also mentioned that the workloads had been fixed in such a way that in the majority of cases it should be possible for the pick minor to reach 9 3/4 tubs. But if, on the other hand, for no fault of his, he were not able to cut and load 9 3/4 tubs, the management

would have to review the situation and take appropriate steps. This is how the Tribunal understood the demand and the Tribunal held that there was nothing unreasonable about it. The Tribunal also felt that they should see that differences on this score did not arise often and that for that purpose they directed that the earnings of the piece rated workers should be reviewed at the end of 13 working days and if on account of factors for which the piece rated workers were not responsible, they could not reach their outputs as fixed by the Tribunal, the management should make up the deficiency to the extent of 75% of the total emoluments that they would have earned under normal conditions, after setting off towards the same any lay-off compensation that may have been paid under Section 25C of the Industrial Disputes Act. On appeal, the only modification made by the L.A.T. decision was that the period of 13 working days was reduced to a week of 6 working days.

8. The dispute between the parties arose in this way. A worker is ordinarily supposed to cut and load 6 tubs in a week and to be paid accordingly. According to the above directions, if in a particular week, he is not able to cut and load  $4\frac{1}{2}$  tubs for no fault of his, the management has to pay him the minimum wage as for 4 tubs. If during that week, the worker has earned something by way of lead and lift, the management take into account the payment made for lead and lift in fixing the guaranteed minimum wage as for  $4\frac{1}{2}$  tubs. The Union contends that the lead and lift is a separate payment and should not be taken into account in arriving at the minimum guaranteed wage and that the worker should be paid for  $4\frac{1}{2}$  tubs, in addition to what they might have earned by way of lead and lift.

9. The workmen's main argument in this connection is that in para 765 of the Coal Award the Tribunal had fixed the minimum "output" of a worker and had said that if the worker could not reach that output, the management should make up the deficiency. On this ground it was urged that the payment as for cutting and loading of  $4\frac{1}{2}$  tubs should be the minimum guaranteed wage, irrespective of whether anything was earned for lead and lift; and that payment, if any, made for lead and lift would be in addition to the minimum guaranteed wage. I am unable to agree with this contention.

10. The idea of a minimum guaranteed wage is that a workman should have a minimum wage guaranteed to him and that he should have the guarantee that he would not earn less than a particular amount for no fault of his. Normally, therefore, in arriving at the minimum guaranteed wage, the payments that he would be entitled for the purpose of lead and lift should be taken into account.

11. I may here refer to para 605 of the Coal Award, which refers to lead and lift. The Tribunal has observed that payments for lead and lift are made "with a view to compensating the workman for the additional time spent in carrying a load, which time otherwise could have been spent on loading more coal". The Tribunal also said that "the workload fixed by us does not take into account the factor of lead and lift". This has to be done and for this purpose the lead and lift have to be included in the wages of the workman for purposes of determining the D.A., Provident fund, etc. The Tribunal then observed that when the wages for cutting and loading were raised, the natural corollary would be that the rates of lead and lift should also be increased. The Tribunal ultimately directed that the existing basic wages for lead and lift should be increased by 83 1/3 per cent. and observed that this increase would compensate the worker for the additional workload and would also be a disincentive for the management to unnecessarily add to the lead and lift.

12. I may also refer to para 818 of the Coal Award, where the Tribunal has mentioned that the payments for lead and lift were made to the miners for the extra and additional work they had to do and hence the Tribunal gave a direction that these payments should be treated as basic wages for calculation of bonus and Provident fund.

13. The payments for lead and lift are thus payments for extra work done by a workman. If there was no lead or lift, the worker would have been able to cut and load more coal and his earnings would have increased to that extent. In fixing the workload also, lead and lift was not taken into account. That would mean that when considering the question of 75% of the total workload, the question of the person having been required to do lead and lift would have to be taken into account. If there was no lead or lift, the workman concerned would have put in more work and would have earned more on that particular day and his earnings would have to be fixed, after taking into account payments for lead

and lift also. If a person had to do lead and lift, his output in terms of tubs is bound to go down; that does not mean that his workload is less. Hence, even if we lay stress on the word 'workload' used in para 765 of the Coal Award, it would not mean that lead and lift should not be taken into account in arriving at the minimum guaranteed wage.

14. It may then be noted that what the Coal Award lays down is that if on account of factors for which the piece rated workers are not responsible, they cannot reach their output as fixed by the Tribunal, the management should make up the deficiency to the extent of 75% of the total emoluments that they would have earned under normal conditions. In other words, it is deficiency in the emoluments that has to be made up. Payments for lead and lift are certainly part of emoluments. They count as basic wages not only for D.A. but also for Provident fund and bonus. Thus, the earnings for lead and lift are emoluments for all purposes and would have to be taken into account in seeing that a workman gets 75% of the emoluments that he would have earned under normal conditions.

15. It was then urged that if payment for lead and lift was taken into account when paying the minimum guaranteed wage, it may lead to anomalies. It was argued that suppose a worker had, in a particular week, been able to cut and load only three tubs, he would get an additional amount for  $1\frac{1}{2}$  tubs to make up the minimum wage for  $4\frac{1}{2}$  tubs. Now, it was further argued, suppose another worker had also cut and loaded three tubs but had in addition earned something by way of lead and lift, the additional amount he would get would be for  $1\frac{1}{2}$  tubs minus the amount earned by way of lead and lift. In other words, though he had done more work than the first worker, he would not get more. Anomalies of this type are bound to occur, when workmen are to be paid a guaranteed minimum wage, irrespective of the actual amount of work done by them. Thus, a worker who had been able to cut and load four tubs, another worker who had been able to cut and load three tubs, and yet another worker who had been able to cut and load even less, would all get payment as for  $4\frac{1}{2}$  tubs. In other words, a guaranteed minimum wage would not have any relation to the work actually done; and all workers who had been able to do less work than what would entitle him to an amount equal to the guaranteed minimum wage would get that amount, irrespective of what work they had done; and though the output of work may be different, they would get the same amount. In my opinion, an anomaly of this type is a natural corollary of a guaranteed minimum wage, which, as I said above, can have no relation to the work actually done. Hence that would be no ground not to take into account the payment for lead and lift, when paying the guaranteed minimum wage.

16. On the whole, after considering all the points urged before me and after having given my careful consideration thereto, I hold that in fixing the guaranteed minimum wage in terms of para 765 of the Coal Award and para 195 of the L.A.T. decision, the payment on account of lead and lift must be taken into account.

I pass my award accordingly.

(Sd.) L. P. DAVE,

Arbitrator.

[No. 8/100/62-LRII.]

New Delhi, the 22nd March 1963

**S.O. 921.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the Industrial dispute between the employers in relation to the Ballarpur Colliery of Ballarpur Collieries Company, Nagpur, and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT  
BOMBAY

REFERENCE NO. CGIT-4 OF 1963

Employers in relation to Ballarpur Colliery of Ballarpur Collieries Company,  
Nagpur,

AND  
their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

INDUSTRY: Coal Mining.

STATE: Maharashtra.

Dated, Bombay, the 12th March, 1963.

## AWARD

The Central Government, by the Ministry of Labour and Employment's Order No. 3/8/62-LRII dated 1st February, 1963, made in exercise of the powers conferred by clause (d) sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947), was pleased to refer the industrial dispute between the parties above-named, in respect of the subject-matter specified in the following Schedule to the said Order, to me for adjudication.

## SCHEDULE

Whether the management of Ballarpur Colliery of Ballarpur Collieries Company was justified in terminating the services of Shri Lachamayya Ellayya, an Ex-T.B. Patient who was working as wagon shunting mazdoor, with effect from the 10th October, 1962. If not, to what relief is the workman entitled?

After the reference was made the Ballarpur Colliery Workers' Union, Ballarpur, Maharashtra State, which represents the workmen in this dispute, filed its written statement dated 11th February, 1963, in support of its claim. No written statement was received from the employer company but by a joint application dated 28th February, 1963, which has been signed on behalf of the Ballarpur Collieries Company, Nagpur, by its Personnel Officer, Shri S. V. Kanade and on behalf of the workmen by Dr. D. P. Kawadkar, President Maharashtra Colliery Workers' Union, Ballarpur, the parties forwarded to me the terms of settlement which had been reached between them on 27th February, 1963, and they have prayed that I should dispose of this dispute in terms of the settlement reached between them. A copy of the joint application of the parties dated 28th February, 1963, and the terms of settlement reached between them on 27th February, 1963, are annexed hereto and marked Annexures I and II respectively. As, under that terms of the settlement, Shri Lachamayya Ellayya is to be reinstated in service and some further relief has been granted to him, I do not see any reason for not accepting the terms of settlement and making an award in terms thereof. I, therefore, make an award in terms of the settlement reached between the parties on 27th February, 1963.

No order as to costs.

Sd./- SALIM M. MERCHANT,  
Presiding Officer,  
Central Government Industrial Tribunal, Bombay.

## ANNEXURE I.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY.

REFERENCE No. CGIT-4 of 1963

In the matter of Ballarpur Colliery of Ballarpur Collieries Company, Nagpur,

AND

their workmen.

## WRITTEN STATEMENT

May it please the Honourable Tribunal:

The Colliery Company begs to submit its written statement as follows:—

1. The Colliery Company had been trying to negotiate the matter with the Maharashtra Colliery Workers' Union representing workmen of Ballarpur Colliery in the industrial dispute concerned in Reference No. CGIT-4 of 1963, with a view to redress the grievance of the aggrieved workmen, as early as possible.

2. The Management has pleasure to inform that the results of negotiations have been successful and a mutual agreement was reached at between the employers in relation to Ballarpur Colliery and their workmen.

3. The said agreement was signed by representatives of both of the parties on 27th February, 1963, as per Memorandum of Settlement dated 27th February,

1963 between the Management of the Ballarpur Collieries Company, Nagpur, and the Maharashtra Colliery Workers' Union, Ballarpur, copy of which is enclosed herewith.

4. The Management submits that as per clause (v) of the terms of settlement, a copy of this agreement may be taken as written statement on behalf of the Management.

5. It is further submitted that in view of the Agreement reached by both the parties, the Reference may now please be treated as closed, and an award may be given accordingly.

*Prayer*

It is prayed that an Award be given in terms of the Agreement, copy of which is enclosed herewith.

For and on behalf of Ballarpur Collieries Co., Nagpur,

Ballarpur:

Sd./-

Dated the 28th February, 1963.

Personnel Officer.

The above Reference may please be treated as closed and an award may be given accordingly.

For and on behalf of Maharashtra Colliery Workers' Union,

Sd./-

President.

Ballarpur:

Dated the 28th February, 1963.

**ANNEXURE II**

**MEMORANDUM OF SETTLEMENT DATED THE 27TH FEBRUARY, 1963  
BETWEEN THE MANAGEMENT OF THE BALLARPUR COLLIERIES COMPANY, P.O. BOX NO. II, NAGPUR AND THE MAHARASHTRA COLLIERY WORKERS' UNION, BALLARPUR.**

**NAMES OF THE PARTIES:**

*Representing Employers.*—Shri S. V. Kanade, Personnel Officer, Ballarpur Collieries Co., Nagpur.

*Representing Workmen.*—Dr. D. P. Kawadkar, President, Maharashtra Colliery Workers' Union, Ballarpur.

*Short Recital of the Case.*—A dispute arose in regard to alleged illegal termination of service of Shri Lachayya Yellayya, Wagon Shunting Mazdoor of Ballarpur Colliery. His services were terminated because he had been sick for a period in excess of six months, and had not been declared fit at the end of six months to resume his normal duties. The services of Shri Lachayya Yellayya, were, therefore, terminated by the Management as per their letter No. 51/C/10344, dated 20th October, 1962. The Union took up the matter and after long discussions, the following terms were arrived at.

**2. The terms of settlement are as under:—**

(i) Shri Lachayya Yellayya is permitted to resume duties with immediate effect as per suggestions of the Medical Officer, Ballarpur Colliery, after being examined.

(ii) The interim period from the date of termination of service to the time he resumes his duties should be treated as leave without pay, and he should be treated as on roll for the same period.

(iii) The management agrees to pay Rs. 200 (Rupees two hundred) only to the President, Maharashtra Colliery Workers' Union, Ballarpur, towards expenses and temporary relief to the worker concerned.

(iv) It is further agreed, in relation to the present proceedings before the Central Government Industrial Tribunal in the above dispute, that

in view of the above agreement, no further action what-soever shall be taken by either party in pursuing this matter further.

(v) It is also further agreed that the Management, instead of submitting their written statement, since the Union has already submitted the same, shall not submit such a written statement, but shall file a copy of this Agreement by way of their written statement.

(vi) It is also further agreed by both parties that the tribunal may be requested, on the basis of this agreement, to treat the above reference as closed, and not to proceed further with the same.

*Signatures of the Parties*

Representing Employers:

Place, Ballarpur.

Dated the 27th February, 1963.

Witnesses:—

(1) Sd./  
(2) Sd./-

Place: Ballarpur,

Dated the 27th February, 1963.

Representing Workmen

Sd./-

[No. 3/8/62-LRII.]

**S.O. 922.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under Section 33A of the said Act from Shri Gaya Prasad, a workman of Indian Copper Corporation Limited, Post Office Ghatsila c/o Mosaboni Mines Labour Union, Post Office Mosaboni Mines, District Singhbhum.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.**

In the matter of a complaint under Section 33A of Industrial Disputes Act, 1947 (XIV of 47).

**COMPLAINT NO. 7 OF 1963 IN REFERENCE NO. 8 OF 1962.**

**PARTIES:**

Gaya Prasad, B. No. 4132, Timber Maz. South Sec. c/o Mosaboni Mines Labour Union, Mosaboni Mines P. O., Dist. Singhbhum.—Complainant.

*Vs.*

M/s. Indian Copper Corporation Ltd. P. O. Ghatsila, Dist. Singhbhum.—Opposite party.

**PRESENT:**

Sri Raj Kishore Prasad, M.A., BL. Presiding Officer.

**APPEARANCES:**

Sri R. K. Nair, Mosaboni Mines Labour Union—for the complainant.

Sri J. K. Ghosh, Advocate, with Sri K. Ramamoorthi, Labour Officer—for the Opposite party company.

**STATE:** Bihar.

**INDUSTRY:** Copper.

*Dhanbad, dated the 13th February 1963.*

**AWARD**

This is a complaint made on 11-1-1963 by the concerned workman, Gaya Prasad, No. 4132, Timber Mazdoor of the Company, under Section 33A of the Industrial Disputes Act, 1947 challenging the stoppage of his increment.

2. Before any notice was issued to the opposite party to show cause, if any, today a petition has been filed on behalf of the complainant, signed by Sri R. K. Nair, representative of the Union, which represents the complainant concerned, for permission to withdraw the complaint.

3. Under the circumstances, the complaint is permitted to be withdrawn, and, accordingly, the complaint is disposed of in terms of the petition of withdrawal, which is marked Annexure 'A' and made a part of this award.

Sd/- RAJ KISHORE PRASAD,  
Presiding Officer.

**ANNEXURE A**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.**

**COMPLAINT NO. 7 OF 1963 (U/s 33A) ARISING OUT OF REF. 8 OF 1962.**

**BETWEEN**

Gaya Prasad, B. No. 4132.—*Applicant.*

*Vs.*

Indian Copper Corporation Limited, Ghatsila.—*Opposite party.*

The petitioner on behalf of the complainant prays that the above referred complaint may kindly be withdrawn.

**Your petitioner:**

Sd/- R. K. NAIR,  
Mosaboni Mines Labour Union,  
C/o. Mosaboni Mines.

[No. 23/64/61-LRII.]

**S.O. 923.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Chapul Khas Colliery, Post Office Kalipahari, District Burdwan (West Bengal) and their workmen.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA**

**REFERENCE NO. 48 OF 1962**

**PARTIES:**

Employers in relation to the Chapul Khas Colliery P. O. Kalipahari, Burdwan, West Bengal.

**AND**

Their workmen.

**PRESENT :**

Shri L. P. Dave.—*Presiding Officer.*

**APPEARANCES :**

*On behalf of Employers.*—Shri A. C. Seth, Manager, Chapul Khas Colliery.

*On behalf Workmen.*—Shri Kalayan Roy, Vice-President, Colliery Majdur Sabha.

**STATE:** West Bengal.

**INDUSTRY:** Coal Mines.

**AWARD**

The Government of India, Ministry of Labour and Employment, by their order No 6/13/62-LRII dated 27th November, 1962, have referred the industrial dispute existing between the employers in relation to Chapul Khas Colliery and their workmen in respect of the question whether the action of the management in reverting Shri Sudhir Kumar Khan from the post of lamp room-in-charge to the post of switch board attendant was justified and if not, to what relief he was entitled, for adjudication to this Tribunal.

2. When the matter came up for hearing before the Tribunal to-day, the parties after some discussion entered into a compromise and produced a memorandum of settlement arrived at between them, copy appended herewith. The dispute relates to a workman named Shri Sudhir Kumar Khan who was originally working as

a switch board attendant and was later on promoted to the post of lamp room-in-charge. Subsequently he was reverted on the ground of inefficiency. Under the terms of compromise, he is to be posted as electric fitter and to be put in category IV and to be given one increment from the starting wages. In my opinion, the compromise is fair and reasonable. I therefore accept it.

In the result, I pass an award in terms of the compromise.

Sd./- L. P. DAVE, Presiding Officer.

Dated the 14th March 1963.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

REFERENCE No. 48 of 1962.

Employers in relation to the Chapui Khas Colliery.

AND

Their workmen.

The Parities discussed the matter and came to the following agreement.—

That Shri Sudhir Kumar Khan will be placed in Category IV from 16th March, 1963 and designated as Electric Fitter. He will be drawing wages of Category IV (Starting wage) plus one increment on a monthly basis. After six months, his work will be reviewed and if proved satisfactory, will be given another increment. An award may be passed to this effect. The parties will bear their own cost.

Sd./- KALYAN ROY,

Vice-President,

Colliery Majdur Sabha.

Sd./- SUDHIR KUMAR KHAN.

14-3-63.

Sd./- A. C. SETH,  
Manager,

Chapui Khas Colliery

P. O. Kalipahari,

Dt. Burdwan, W. B.

14-3-63.

[No. 6/13/62-LRII.]

S.O. 924.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi, in the industrial dispute between the employers in relation to the Palana Colliery, Palana (Rajasthan) and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: DELHI

PRESENT:

Shri Anand Narain Kaul, Central Government Industrial Tribunal, Delhi.

The 18th February, 1963.

REFERENCE I. D. No. 337 of 1962.

BETWEEN

The employers in relation to the Palana Colliery, Palan, Rajasthan,

AND

Their workmen.

Sarvashri Bhadadi and Dr. Anand Parkash—for the management.

None on behalf of the workmen.

AWARD

By S.O. dated the 18th December, 1962, the Central Government in the Ministry of Labour & Employment has referred to this Tribunal, for adjudication, an industrial dispute existing between the employers in relation to the Palana Colliery, Palana, Rajasthan and their workmen in respect of the matters specified

In the Schedule annexed to the order. The matters as specified in the Schedule are as follows:—

Whether the management of Palana Colliery was justified in suspending the following workmen from the 4th to the 7th May, 1962 (both days inclusive) and in deducting their wages? If not, to what relief are they entitled?

1. Shri Phusa Ram s/o. Adu Ram, coal cutter.
2. Shri Nanu Ram s/o. Malu Ram, coal cutter.
3. Shri Laloo Ram s/o. Shera Ram, coal cutter.
4. Shri Adu Ram s/o. Fooran Ram, coal cutter.
5. Shri Nimba Ram s/o. Nanu Ram, surface trammer.
6. Shri Heera Ram s/o. Nanu Ram, coal cutter.

2. On receipt of the order, notice was issued to the President, Palan Colliery, Mazdoor Union, Bikaner for filing a statement of claim on the 1st February, 1963 and to the management of the Colliery to file its written statement on the 18th February. No statement of claim was received on the 1st February and the 18th February was fixed to await the statement of the union. An application was, however, received by post on the 5th February, 1963, purporting to be signed by Shri Arjun Ram, President and Dr Jawahar Lal "patron" of the Union, stating that the matter in dispute in the reference had been finally disposed of by the Payment of Wage Authority and since the claim of the workers concerned had been settled, to their satisfaction, there was no dispute left. On the 18th February also no-one appeared on behalf of the union and nor was any claim statement filed and only Dr. Anand Parkash appeared along with Mr. Bhadadi, Manager of the Colliery for the management. In view of the aforesaid application of the union, stating that no dispute remains between the parties and in view of the fact that no statement of claim has been filed by the union on two successive dates, fixed for the purpose, I see no reason why a no dispute award be not passed. A no dispute award is accordingly passed in the reference.

Sd./- ANAND NARAIN KAUL,

Dated the 18th February, 1963.

Central Government Industrial Tribunal: Delhi.

[No.5/23/62-LRII.]

**S.O. 925.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi, in the industrial dispute between the employers in relation to the Oriental Bank of Commerce Ltd., and the New Bank of India Ltd., and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

PRESENT:

Shri Anand Narain Kaul, Central Government Industrial Tribunal, Delhi.

The 15th February, 1963.

REFERENCE I.D. No. 259 of 1962.

**BETWEEN**

The employers in relation to the Oriental Bank of Commerce Ltd., and the New Bank of India Limited,

AND

Their workmen.

**APPEARANCES:**

Sarvashri N. C. Sikri, G. D. Mehta and Dr. Anand Parkash—for the management.

Sarvashri B. K. Chopra, K. D. Bhandari and H. L. Parwana—for the workmen.

## AWARD

By Government Order No. S.O. 55(10)/62-II-LRIV, dated the 24th September, 1962, the Central Government referred to this Tribunal, for adjudication, an industrial dispute, existing between the employers in relation to the Oriental Bank of Commerce Limited and the New Bank of India Limited and their workmen in respect of the matters specified as follows in the Schedule subjoined to the order:—

## SCHEDULE

How the pay of the workmen of the Oriental Bank of Commerce Limited and the New Bank of India Limited should be rectified consequent on the upgradation of the Banks from Class 'D' to Class 'C' with effect from the 1st January, 1957 and the 1st January, 1959 respectively, under paragraph 64 of the award of the All India Industrial Tribunal (Bank Disputes), Bombay constituted by the notification of the Government of India in the late Ministry of Labour No. S.R.O. 35, dated the 5th January, 1952, as modified by the decision of the Labour Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955 (41 of 1955)?

2. On the 30th January, 1963 when the case came up before me for hearing the parties to the dispute between the management of the Oriental Bank of Commerce Limited, Delhi and their workmen reported having arrived at an amicable settlement and a memorandum of settlement marked as Annexure "A" was filed jointly by Mr. Harbans Lal, Staff Superintendent of the Oriental Bank of Commerce and Dr. Anand Parkash on behalf of the management and by Shri H. L. Parwana on behalf of the Oriental Bank of Commerce Employees' Union. The aforesaid representatives verified the terms of the settlement embodied in the memorandum and sought an award in terms thereof in so far as they were concerned. Parties to the dispute between the New Bank of India Limited and their workmen asked for time till the next sitting, for filing a settlement.

3. Today when the matter came up before me, the parties to the dispute between the New Bank of India Limited and their workmen also reported having arrived at an amicable settlement and a memorandum of settlement marked as Annexure "B" was filed jointly by the parties. Shri N. C. Sikri, Advocate, holding a special power of Attorney and Shri G. D. Mehta, Superintendent, Head Office of the Bank, holding a general power of Attorney for the Bank as also Dr. Anand Parkash authorised representative of the management appeared on behalf of the Bank while Mr. Balraj Krishan Chopra, President and Mr. Kapal Dev Bhandari, Secretary, representing the New Bank of India Employees' Union as also Shri H. L. Parwana of the Association of All India Bank Employees appeared for the workmen. The aforesaid representatives verify the terms of settlement incorporated in the joint memorandum and seek an award in terms thereof. I accordingly make my award in terms of the memorandum of settlement, Annexure "A" in so far as the present dispute relating to the Oriental Bank of Commerce Limited is concerned and in terms of the memorandum of settlement Annexure "B" in so far as the present dispute relating to the New Bank of India is concerned. These memoranda of settlement shall form part of the award.

(Three pages).

Sd./- ANAND NARAIN KAUL,

Presiding Officer,

Central Govt. Industrial Tribunal,  
Delhi.

The 16th February, 1963.

## ANNEXURE 'A'

Memorandum of Settlement in an Industrial Dispute between the Management of the Oriental Bank of Commerce Ltd., Delhi and their workmen, represented by the Oriental Bank of Commerce Employees' Union, Delhi, otherwise than in conciliation proceedings, arrived at on the 29th January, 1963.

## NAMES OF THE PARTIES:

Representing the Management:

- (1) Shri Raghu Raj, General Manager, Oriental Bank of Commerce Ltd., Delhi.
- (2) Shri Harbans Lal, Staff Supdt., Oriental Bank of Commerce Ltd., Delhi.

Representing the Workmen:

- (1) Shri Rajinder Sayal, President.
- (2) Shri K. A. Ahluwalia, General Secretary.
- (3) Shri O. P. Verma, Jt. Secretary.

} The Oriental Bank of Commerce Employees' Union, Delhi.

## Short Recital of the Case

An appeal being Appeal Petition (Civil) No. 694, of 1960, is pending in the Supreme Court of India between the Management of the Oriental Bank of Commerce Ltd., and their workmen with regard to Dearness Allowance consequent upon the upgradation of the Bank. Another dispute being case I. D. No. 259/62, of 1962 is pending before the Central Government Industrial Tribunal, Delhi between the management of the Oriental Bank of Commerce Ltd., and their workmen regarding adjustment of salaries consequent upon the upgradation of the Bank as such. The parties are desirous of settling both these disputes amicably and after mutual negotiations, have come to the following settlement:

## Terms of the Settlement

1. Four graded increments being the difference in the starting salary of the scales for 'D' and 'C' class Banks for Clerical staff under the Sastry Bank Award as modified shall be allowed to each such workman on the pay rolls of the Bank as on 1st January, 1957, and still in service, employed before 1st January, 1957, who was paid in accordance with such scales.

2. One graded increment being the difference in the starting salary of the scales for 'D' and 'C' class Bank for subordinate staff under the Sastry Bank Award as modified shall be allowed to each such workman on the pay rolls of the Bank as on 1st January, 1957, and still in service, employed before 1st January, 1957, who was paid in accordance with such scales.

3. The workmen on the Bank rolls as on 1st January, 1956 were, under a mistaken belief that the Bank had been upgraded to class 'C' Bank as from 1st January, 1956, instead of from 1st January, 1957, as per the provisions of the Sastry Bank Award as modified, allowed increments as from 1st January, 1956, for raising their basic salary to the starting salary in the scales for a 'C' class Bank in different Areas under the Sastry Bank Award as modified. In their case the number of increments allowed as such shall be reduced while adjusting their salary as on 1st January, 1957, as per paras 1 and 2 above.

4. Basic salary of each such workman as referred to in paras 1, 2 and 3 above, shall be further re-adjusted from 1st January, 1957, onwards by allowing regular increments as already allowed to him during the period 1st January, 1957 to 31st December, 1961.

5. Basic salary of each such workman as referred to in para 4, above shall be re-adjusted as from 1st January, 1962, in the scales allowed under the 'Desai Bank Award' and the difference in the emoluments adjusted in the scales of Desai Award during 1962, and paid shall be worked out.

6. The workmen have voluntarily foregone the amount payable to them consequent upon the readjustment of their salary in accordance with paras 1, 2, 3, 4 and 5 above for the period from 1st January, 1957 to 30th September, 1959, and no payment for the said period (1st January, 1957 to 30th September, 1959), shall be claimed by them nor any amount paid by the Bank for that period.

7. The amount payable to each workman on re-adjustment as per paras 1, 2, 3, 4 and 5 above for the period from 1st October, 1959 to 31st December, 1962, shall be worked out.

8. Dearness Allowance on the scales awarded to 'C' class Banks as laid down in para 109 for the Clerical Staff and para 112 for the Subordinate staff of the decision of the Labour Appellate Tribunal on Sastry Bank Award as modified shall be allowed to each workman on the Bank rolls and still in service who was being paid the Dearness Allowance in accordance with the Sastry Bank Award as modified as on 1st October, 1959, for the period 1st October, 1959 to 30th September, 1960, after making adjustment for the dearness allowance already paid to him by the Bank during that period. The workmen also give up all claims, if any, for the period before 1st October, 1959, in this respect. The Dearness Allowance as provided under this para is already being paid with effect from 1st October, 1960.

9. Dearness allowance on the scales referred to in para 8 above on the increased portion of the salary on its adjustment in terms of para 4 above shall be allowed to each such workman for the period from 1st October, 1960, to 31st December, 1961.

10. The difference in Dearness allowance payable to each workman as per the provisions of the Desai Bank Award for the period from 1st January, 1962, to 31st December, 1962, on consequential re-adjustment of his salary as on 31st December, 1961, after having been adjusted in accordance with the para 4 above shall be worked out.

11. The amount payable to each workman in accordance with paras 7, 8, 9 and 10 shall be totalled up and the same shall be paid as under:—

- (a) 50 per cent by 31st March, 1963.
- (b) 30 per cent by 31st January, 1964.
- (c) 20 per cent by 31st January, 1965.

12. No interest is to be paid to any workman on the amount of arrears in respect of the adjustment of the salary payable in accordance with paras 1, 2, 3, 4, 5 and 7 above or in respect of the Dearness allowance payable in accordance with paras 8, 9 and 10 above.

13. No payment shall be made to any workman in respect of travelling, Diem allowance, overtime, house rent allowance, Provident Fund contributions by the workmen and the Bank and bonus on account of consequential increase in the basic salary or the dearness allowance in accordance with paras 1, 2, 3, 4, 5, 7, 8, 9 and 10 above for the period 1st January, 1957, to 31st December, 1961.

14. A copy of this memorandum of Settlement shall be filed before the Supreme Court of India, in Special leave to Appeal Petition (Civil) No. 694, of 1960, entitled "The Oriental Bank of Commerce Ltd., *versus* The workmen of the Oriental Bank of Commerce Ltd., as represented by the Oriental Bank of Commerce Employees' Union, Delhi" and the case got settled on these terms.

15. A copy of this memorandum of Settlement shall also be filed before the Central Government Industrial Tribunal, Delhi in case I/D. No. 259/62, of 1962, entitled "The Oriental Bank of Commerce Ltd., *versus* Their workmen as represented by the Oriental Bank of Commerce Employees' Union, Delhi" on the next date of hearing fixed for 30th January 1963, and the case got settled on these terms.

Sd./- RAGHU RAJ,  
General Manager.  
29-1-63  
Sd./- HARBANS LAL,  
Staff Supdt.  
29-1-63.

(1) Sd./- RAJINDER SAYAL,  
(2) Sd./- K. A. AHLUWALIA,  
29-1-63.  
(3) Sd./- O. P. VERMA,  
29-1-63

**Witnesses:**

1. Sd./- JAGAN NATH AGARWAL,  
C/o. Oriental Bank of Commerce Ltd.,  
Head Office, Delhi  
29-1-63.
2. Sd./- L. D. KHATTAR,  
C/o. Oriental Bank of Commerce Ltd.,  
Head Office, Delhi.  
29-1-63.

## ANNEXURE "B"

*Memorandum of Settlement in an Industrial Dispute between the Management of the New Bank of India Ltd., New Delhi, and their workmen, represented by the New Bank of India Employees' Union, Delhi otherwise than in the conciliation proceedings, arrived at on 14th February, 1963.*

## NAMES OF THE PARTIES:

*Representing the Management:*

(1) Shri H. L. Bahl, General Manager. }  
 (2) Shri T. R. Tuli, Secretary. } New Bank of India Limited.

*Representing the workmen:*

(1) Shri Balraj Krishan Chopra, President. } New Bank of India Employees'  
 (2) Shri Kapa Dev, Bhandari, Secretary. } Union, Delhi.

## Short Recital of the Case

An appeal being appeal Petition (Civil) No. 695 of 1960, is pending in the Supreme Court of India between the Management of the New Bank of India Ltd., and their workmen with regard to Dearness Allowance, consequent upon the upgradation of the Bank in dispute. Another dispute being case I. D. No. 259 of 1962, is pending before the Central Government Industrial Tribunal, Delhi between the management of the New Bank of India Ltd., and their workmen regarding adjustment of salaries consequent upon the upgradation of the Bank as such. The parties are desirous of settling both these disputes amicably and after mutual negotiations, have come to the following settlement:—

## Terms of the Settlement

(1) As many graded increments, subject to maximum of 4, being the difference in the starting salary of the scales for 'D' and 'C' class Banks for Clerical Staff as laid down in para 109 of the decision of the Labour Appellate Tribunal on the Sastry Award as modified, shall be allowed to each such workman on the pay rolls of the Bank as on 1st January, 1959 and still in service and employed before 1st January, 1959, who was paid in accordance with such scales. The increase in Basic Salary effected by the Bank with effect from 1st January, 1959, in consequence of the upgradation of the Bank to 'C' Class shall be set off out of the increase to be effected under this para.

(2) One graded increment being the difference in the starting salary of the scales for 'D' & 'C' Class Banks for subordinate staff as laid down in para 111 of the decision of the Labour Appellate Tribunal on the Sastry Bank Award as modified shall be allowed to each such workman on the pay rolls of the Bank as on 1st January 1959 and still in service and employed before 1st January 1959 who was paid in accordance with such scales. The increase in Basic Salary effected by the Bank with effect from 1st January 1959 in consequence of the upgradation of Bank to 'C' Class shall be set off out of the increase to be effected under this para.

(3) Basic Salary of each such workman as referred to in paras 1 & 2 above, shall be further re-adjusted from 1st January 1959 onwards by allowing regular increments as already allowed to him during the period 1st January 1959 to 31st December 1961:

Provided, however, the Basic Salary of the workmen shall, in no case, cross the ceiling limit of the scales as laid down in paras 109 and 111 of the Labour Appellate Tribunal decision on the Sastry Bank Award as modified, for the clerical and subordinate staff respectively, as a result of adjustment of the Basic Salary as referred to in paras 1, 2 & 3 above.

(4) Basic Salary of each such workman as referred to in para 3 above shall be re-adjusted as from 1st January 1962 in the scales allowed under the "Desai Bank Award" and the difference in the emoluments adjusted in the scales of Desai Award during 1962 shall be worked out.

(5) The workmen have voluntarily foregone amount payable consequent upon the re-adjustment of their salary in accordance with paras 1, 2, 3 & 4 above for the period from 1st January 1959 to 31st August 1959 and no payment for the said period (1st January 1959 to 31st August 1959) shall be claimed by them nor any amount paid by the Bank for that period.

respect of the adjustment of the salary payable in accordance with paras 1, 2, 3, 4 & 4 above for the period from 1st September 1959 to 31st December 1962 shall be worked out.

(7) Dearness Allowance on the scales awarded to 'C' Class Banks as laid down in para 109 for the Clerical Staff and para 112 for the Subordinate Staff of the decision of the Labour Appellate Tribunal on Sastry Bank Award as modified shall be allowed to each workman on the Bank rolls as on 1st January 1959 and still in service who was being paid the Dearness Allowance in accordance with the Sastry Award as modified for the period 1st September 1959 to 30th September 1960 after making adjustment for the Dearness Allowance, exclusive of Special Dearness Allowance, already paid to him by the Bank for that period. The workmen also give up all claims, if any, for the period before 1st September 1959 in this respect.

(8) Dearness allowance on the scales referred to in para 7 above on the increased portion of the salary on its adjustment in terms of para 3 above shall be allowed to each such workman for the period from 1st September 1959 to 31st December 1961.

(9) The difference in Dearness Allowance payable to each workman as per the provisions of the Desai Bank Award for the period 1st January 1962 to 31st December 1962 on consequential readjustment of his salary as on 31st December 1961 after having been adjusted in accordance with the para 3 above shall be worked out.

(10) Special Dearness Allowance previously paid by the Bank was adjusted by the Bank while paying the increased Dearness Allowance with effect from 1st September 1960 and the Temporary Adjustment Allowance paid by the Bank was set off out of the salary adjusted in terms of the Desai Award with effect from 1st January 1962. It is clearly understood that the workmen agree to this adjustment and/or set off of the Special Dearness Allowance and the Temporary Adjustment Allowance only from the dates as aforesaid in this para, and the bank agrees not to adjust and/or set off the said allowances for the periods, prior to the respective dates mentioned in this para.

(11) The amount payable to each workman in accordance with paras 6, 7, 8 & 9 shall be totalled up and the net amount so arrived at shall be paid latest by 10th April 1963.

(12) No interest is to be paid to any workman on the amount of arrears in respect of the adjustment of the salary payable in accordance with paras 1, 2, 3, 4 & 6 above or in respect of the Dearness Allowance payable in accordance with the paras 7, 8 & 9 above.

(13) No payment shall be made to any workman in respect of Travelling & Diem Allowance, Overtime, House Rent Allowance, Provident Fund contributions by the workmen and the Bank, and Bonus on account of consequential increase in the Basic Salary and/or the Dearness Allowance in accordance with paras 1 to 9 above for the period from 1st January 1959 to 31st December 1961.

(14) A copy of this memorandum of Settlement shall be filed before the Supreme Court of India, in Special Leave to Appeal Petition (Civil) No. 695 of 1960 entitled "The New Bank of India Limited, Versus the Workmen of the New Bank of India Limited, as represented by the New Bank of India Employees' Union, Delhi" and the case got settled on these terms.

(15) A copy of this memorandum of settlement shall also be filed before the Central Government Industrial Tribunal, Delhi in case I/D No. 259 of 1962, entitled "The New Bank of India Limited, vs. their Workmen as represented by the New Bank of India Employees' Union, Delhi" on the next date of hearing fixed for 14th February 1963 and case got settled on these terms.

For the New Bank of India Ltd.,

(1) (Sd.) H. L. BAHL,

General Manager.

(2) (Sd.) T. R. TULL,

Secretary.

For the New Bank of India  
Employees' Union, Delhi.

(1) (Sd.) BALRAJ KRISHAN CHOPRA,  
President.

(2) (Sd.) KAPAL DEV BHANDARI,  
Secretary.

[No. 55(10)/62-LRIV.]

New Delhi, the 25th March 1963

**S.O. 926.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Legal and General Assurance Society Limited, Bombay, and their workmen

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
BOMBAY**

**REFERENCE No. CGIT-39 of 1962**

**PARTIES:**

Management in relation to the Legal and General Assurance Society Ltd.,  
Bombay

**AND**

its workmen represented by the General Insurance Employees' Union,  
Bombay.

**PRESENT:**

Shri Salim M. Merchant, Presiding Officer.

**APPEARANCES:**

For the employers: Shri L C Joshi, Labour Adviser, Shri S V Mokashi,  
Deputy Labour Adviser, Bombay Chamber of Commerce and Industry and Shri D. I. H. D'Souza, Manager of the Company.

For the workmen: Shri K S B Pillai, General Secretary, General Insurance Employees' Union.

STATE: Maharashtra.

INDUSTRY: General Insurance

Bombay, the 18th March, 1963

**AWARD**

Upon a joint application of the parties dated 29th September 1962, the Central Government by the Ministry of Labour & Employment's Order No 74(7)/62-LRIV, dated 25th October 1962, made under section 10(2) of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between them, in respect of the subject matter specified in the following schedule, to me for adjudication:—

**SCHEDULE**

“Whether the following demand of the Union is justified and if so to what relief they are entitled:—

**Demand:** The Society shall introduce gratuity provision at the rate of one month's salary with allowance for each year of service at the time of retirement, disability, death, resignation or termination of service by the Society as the case may be. For the purpose of calculation of gratuity the last salary with allowance drawn by the employee should be taken into account”

2. After the order of reference was made the General Secretary of the General Insurance Employees' Union, Bombay (hereinafter referred to as the union) filed its written statement of claim on 26th January, 1963 and the company filed its written statement in reply dated 5th March 1963, and the dispute was thereafter heard by me on the 12th and 14th of March 1963. The demand for gratuity has been made in respect of the employees in the company's Bombay office, who, at present are only 29 in number. It is admitted that the Bombay office was started in 1948 and it attends to the business of the Pandyan Insurance Co. Ltd, Madurai which arrangement is reciprocal. It is admitted that in the Pandyan Insurance Company's case there was an award made by the Central Government Industrial Tribunal at Madras granting the workmen gratuity. The award was made in terms of a scheme of gratuity voluntarily agreed to between the management and its workmen (See Government of India Gazette dated 15th August 1959 page 1997).

3. It appears that discussions were held between 29th August 1961 and 15th September 1961 on a charter of demands then submitted by the union. In the

minutes, dated 20th September 1961 of those discussions, which form annexure A to the Union's written statement, on the question of gratuity, it was stated as follows:—

**Demand No. 8.**

- (1) **Provident Fund.**—The Society to institute a Provident Fund as from 1st January 1962 with contribution of 8-1/3 per cent each on basic salaries by the staff and the society. A suitable Provident Fund Scheme to be drawn up by the Society in consultation with the staff.
- (2) **Gratuity.**—(i) (a) In the event of the death of an employee whilst in the service of the Society and/or retirement owing to permanent total incapacity, the Society will pay a gratuity of one month's basic salary for each completed year of service, subject to a maximum of 15 month's basic salary. In the event of death the gratuity will be paid to the legal heirs, executors or representatives of the deceased.
- (b) In the event of retirement of an employee on or after his reaching the age of 55, the Society will pay half month's basic salary for each completed year of service subject to a maximum of 15 months basic salary.
- (ii) In the event of voluntary retirement or resignation or termination of service of an employee by the Society for any reason other than misconduct, after ten years of continuous service, the Society will pay half month's basic salary for each completed year of service subject to a maximum of 15 months basic salary.
- (iii) Salary for the purpose of calculating gratuity shall be the last basic salary exclusive of dearness allowance and other allowances to which the employee was entitled during the twelve months immediately prior to the occurrence of the event entitling the employee to the payment of gratuity. The number of years of service of an employee shall be calculated from the date of appointment to the permanent staff."

4. It has been urged on behalf of the management that those discussions were without prejudice but the union has pointed out that those minutes of discussions had been produced in the subsequent proceedings before the conciliation officer which had resulted in the settlement dated 10th September 1962 (Annexure 'B' to the union's statement of claim). Under that agreement the management agreed to refer the dispute relating to the union's demand for gratuity to adjudication by an Industrial Tribunal and thereafter this reference followed.

5. It appears that prior to 1948 there was a provident fund scheme available to the employees and in 1948 the amount accruing to the credit of each employee in the said Provident Fund scheme was, according to the company, with the consent of the workers transferred to a Pension and Life Assurance Scheme. However, it appears that later the union felt that scheme was not satisfactory and under clause 8(1) of the settlement dated 10th September 1962 that scheme was abolished with effect from 31st December 1961. Clause 8(1) of the agreement of 10th September 1962 (See annexure B to the union's written statement) is in the following terms:—

"The Pension Scheme would be discontinued with effect from 31st December 1961 and no further contributions will be made either by the company or the employees."

6. It appears that, thereafter, a provident fund scheme has been introduced with effect from 1st January 1962 whereby the employees and the company contribute an amount equivalent to 8-1/3 per cent of the basic salary of the employees. The rules of the provident fund scheme have not been formulated but it is admitted that contributions are being made and collected under that scheme at the rates stated above.

7. It is admitted that on the pension and life insurance scheme coming to an end, the workmen are to be paid back by the Life Insurance Corporation the amount as computed by the Life Insurance Corporation as due to them. It appears that the management had made a substantial contribution towards that scheme, the amount of which was stated by the company to have been Rs. 1,53,980. An arrangement has been arrived at by which the workers who were members of the pension and life insurance scheme, will be entitled to payment by the Life Insurance Corporation of a certain life pension on their retiring from the company on attaining the age of 55 years, which is the superannuation age. The company

has filed a statement showing the paid up pension per annum which the workmen will stand to gain on attaining the age of 55 years and other particulars. It is agreed that the benefit which has accrued and will ensue in future by way of pension to the workmen on the abolition of the pension and life insurance scheme shall not be disturbed by the terms of the award herein.

8. Shri L. C. Joshi, Labour Adviser to the Bombay Chamber of Commerce and Industry, appearing for the company has taken a very realistic approach to the demand and he has argued that in any scheme of gratuity which may be awarded, the management must get some relief for the contribution which it had made under the pension and life insurance scheme. Shri Pillai on the other hand has argued that the company should not get any relief on that account, as, if a contributory provident fund scheme had been in existence from the start i.e. from 1948, the workmen would have been much better off under it than under the Pension and Life Insurance Scheme. He has also pointed out that the benefit of pension is not an assured one as no worker would be able to get the benefit until he has attained the age of 55 years in the service of the company.

9. Both parties have made their submission in detail on the provisions of the scheme of gratuity demanded by the Union. I am not satisfied that the union can claim gratuity in terms of its demand which is that gratuity should be paid at the rate of one month's salary with allowance for each year of service at the time of retirement, disability, death, resignation or termination by the Society, as the case may be, and that for the purpose of calculation of gratuity the last salary with all allowances drawn by the employee, should be taken into account. In my opinion the scheme of gratuity which could properly be awarded in this case is the scheme of gratuity which had been formulated in the minutes dated 20th September 1961 of the discussions that took place on the Union's demand for gratuity (See annexure 'A' to the union's written statement). The union has referred to the schemes of gratuity which have been awarded in a large number of general insurance companies in Bombay and after an anxious consideration of those schemes and bearing in mind that the workers are to benefit by the abolition of the pension and life insurance scheme, I think that the following scheme of gratuity would be the proper one to award. I consider that the scheme of gratuity which I am awarding would, in the facts and circumstances of the case, be acceptable to both parties. I am well aware that in the large majority of the schemes of gratuity in force in General Insurance Companies in Bombay, the maximum amount of gratuity is limited to 15 months' basic wages. I am, however, limiting the maximum amount of the gratuity to 12½ months' basic wages in view of the benefit which the workmen will receive under the pension and life insurance scheme. I am not impressed by Shri Joshi's argument that the scheme should not be made retrospective from the date each of the existing workmen joined the service of the company. It has in this connection to be remembered that not all workmen in the service of the company had joined the pension and life insurance scheme. On that score I accept Shri Pillai's contention that had the workmen the benefit of a contributory provident fund scheme from the beginning they would have generally been better off. I have, therefore, decided to award the benefit of gratuity from the date the existing workmen joined the service of the company. I am also satisfied that the company's present financial position and its future prospects are sound enough to justify the grant of the modified scheme of gratuity which I am awarding. I must also make it clear that I am limiting the maximum amount of gratuity payable to 12½ months' basic wages, because of the benefit which the existing workmen are to get under the Pension and Gratuity Scheme and this award, should, therefore, not be treated as a precedent for the General Insurance industry units at Bombay in general.

10. On an anxious consideration of the submissions of the parties, I award the following scheme of gratuity:—

- (a) In the event of the death of an employee whilst in the service of the Society and/or retirement owing to permanent total incapacity, the Society will pay a gratuity of one month's basic salary for each completed year of service subject to a maximum of 12½ months' basic salary. In the event of death the gratuity will be paid to the legal heirs executors or representatives of the deceased employee.
- (b) In the event of retirement of an employee on or after his reaching the age of 55 years the Society will pay half month's salary for each completed year of service subject to a maximum of 12½ months' basic salary.
- (c) In the event of voluntary retirement or resignation or termination of service of an employee by the Society for any reason other than misconduct after ten years of continuous service the Society will pay

half month's basic salary for each completed year of service subject to a maximum of 12½ month's basic salary.

Salary for the purpose of calculating gratuity shall be the last basic salary exclusive of dearness allowance and other allowances to which the employee was entitled during the twelve months immediately prior to the occurrence of the event entitling the employee to the payment of gratuity. The number of years of service of an employee shall be calculated from the date of appointment to the permanent staff.

The benefit of the scheme of gratuity will be granted retrospectively from the date each of the existing employees joined the Bombay office of the Society and the future employees of the company will get the benefit from the date of their joining the service of the company.

Those who have ceased to be in the service of the company on the date this Scheme of Gratuity comes into force will not be entitled to the benefit of gratuity, under it.

Those employees who are dismissed for misconduct which has caused financial loss to the company shall forfeit an amount of gratuity equivalent to the amount of the financial loss caused by them to the company.

The scheme of gratuity shall come into force from the date this award becomes enforceable.

I, therefore, make my award in terms aforesaid.

(Sd.) SALIM M. MERCHANT,  
Presiding Officer,  
Central Government Industrial Tribunal, Bombay.  
[No 74(7)/62-LRIV.]

#### ORDERS

New Delhi, the 22nd March 1963

**S.O. 927.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Godavari Khani Mines of Messrs. Singareni Collieries Company Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Dr. Mir Sladat Ali Khan as the Presiding Officer with headquarters at Somajiguda, Hyderabad, and refers the said dispute for adjudication to the said Industrial Tribunal.

#### SCHEDULE

Whether the dismissal with effect from the 26th September, 1962 of Shri R. Ramaswami Naidu who was working at the Canteen at Godavari Khani, by the management of the Godavari Khani Mines of the Singareni Collieries Company Limited was justified? If not, to what relief is he entitled and from what date?

[No. 7/1/63-LRII.]

**S.O. 928.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the North Bhagatdih Colliery, Post Office Dhansar, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the termination of the services of Shri Ram Karan Bhar, Coal cutter, by the management of North Bhagatdih Colliery, P.O. Dhansar, District Dhanbad, with effect from the 15th December, 1962, was justified? If not, to what relief is he entitled?

[No. 2/8/63-LRII.]

G. JAGANNATHAN, Under Secy.

*New Delhi, the 25th March 1963*

**S.O. 929.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi, in the industrial dispute between the employers in relation to the Toonka Mica Mine of Messrs. Duduwala and Company, Bhilwara and their workmen.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

PRESENT:

Shri Anand Narain Kaul, Central Government Industrial Tribunal, Delhi.

*The 25th February, 1963.*

REFERENCE I.D. No. 292 of 1962

BETWEEN

The employers in relation to the Toonka Mica Mine of Messrs. Duduwala and Company, Bhilwara,

AND

Their workmen.

No appearance on either side.

#### AWARD

By Government Order No. S.O. 20/13/62-LRII, dated the 22nd October, 1962, the Central Government referred to this Tribunal, for adjudication, an industrial dispute, existing between the employers in relation to the Toonka Mica Mine of Messrs. Duduwala and Company, Bhilwara and their workmen in respect of the matters specified as follows in the Schedule sub-joined to the order:—

#### SCHEDULE

Whether the action of Messrs. Duduwala and Company, Head Office, Bhilwara, Owners of Toonka Mine, Bhilwara District, in terminating the services of Shri Birdhi Chand Sharma, shift-in-charge, with effect from 5th May, 1962 was justified? If not, to what relief is the workman entitled?

2. Notices were issued to the Secretary, Rajasthan Mineral and Stone Quarries Mazdoor Union, Bhilwara to file a statement of claim by the 29th November, 1962. No statement of claim was, however, received up to 28th December, whereupon a notice was issued on 31st December, to the Secretary of the aforesaid Union, to show cause by 22nd January, 1963 why a no dispute award be not passed in the absence of a statement of claim. In spite of this notice no statement of claim was received nor was any cause shown for the failure to file it. A fresh notice was again issued on the 8th February to the Union Secretary, directing him to file a statement of claim by the 22nd February coupled with a warning that otherwise a no dispute award will be passed. Service of the fresh notices was duly effected by registered post (acknowledgement due) and also personally by the Labour Inspector, Bhilwara to whom also a copy of the

notice had been sent for service by way of abundant precaution. No statement of claim on behalf of the workmen has, however, been received till today. It appears, therefore, that the workmen are no longer interested in the dispute and I have no alternative but to pass a no dispute award. I accordingly pass a no dispute award in the matter.

(Two pages).

Sd./- ANAND NARAIN KAUL,  
Central Government Industrial Tribunal,  
Delhi.

The 25th February, 1963.

[No. 20/13/62-LRII.]

### ORDERS

New Delhi, the 18th March 1963

**S.O. 930.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to M/s. Jaipur Udyog Limited, Sawaimadhopur, Rajasthan, and their workmen employed in Phalodi Quarries in respect of the matters specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Mohd. Abdul Razzaque, B.Sc., LL.B., (Retired Judge of Madhya Pradesh High Court), as the Presiding Officer, with headquarters at New Moti Bungalow, 46, Mahatma Gandhi Road, Indore City and refers the said dispute for adjudication to the said Industrial Tribunal.

### SCHEDULE

Whether Shri Hari Ram, Buldozer helper working as acting bulldozer operator with effect from the 5th October, 1960 in the Phalodi Quarries should be designated as bulldozer operator and given the grade of the post? If not, to what relief is he entitled?

[No. 22/3/63-LRII.]

**S.O. 931.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Kamptee Colliery of Messrs. Oriental Coal Company Limited, P.O. Kamptee, District Nagpur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under Section 7A of the said Act.

### SCHEDULE

Whether the dismissal of Shri Gurudeo Singh, S/o Shri Bachan Singh, Electrical Fitter Helper by the management of the Oriental Coal Company Limited, Kamptee Colliery with effect from the 24th January, 1963 was justified? If not, to what relief is he entitled?

[No. 3/1/63-LRII.]

New Delhi, the 20th March 1963

**S.O. 932.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Khas Karanpura Colliery, P.O. Patratu and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

1. Whether the action of the management of Khas Karanpura Colliery in verbally stopping from work Shri Joseph Minz, an Attendance Clerk with effect from the 22nd November, 1962 and not paying him wages through regular wages-sheets was justified?
2. If not, to what relief Shri Joseph Minz is entitled?

[No. 2/11/63-LRII.]

A. L. HANNA, Under Secy.

CORRIGENDUM

New Delhi, the 21st March 1963

**S.O. 933.—PWA/14/Mines/62.**—In the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 381-PWA/14/Mines/1/63, dated the 31st January, 1963, published at page 459 in Part II Section 3(ii) of the Gazette of India, dated the 9th February, 1963, for the words and figures "Item No. IV" read "item No. VI".

[No. Fac. 535/13/62.]

G. D. GAIHA, Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 21st March 1963

**S.O. 934.**—In exercise of the powers conferred by rule 10 of the Cinematograph (Censorship) Rules, 1958, the Central Government is pleased to appoint Shri Bachoolal Laxman Kathewadi as an Assistant Regional Officer, Central Board of Film Censors, Bombay, in a temporary capacity with effect from 12th March, 1963, until further orders vice Shri R. S. Saigal.

[No. 2/15/62-FC.]

S. PADMANABHAN, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 21st March 1963

**S.O. 935.**—The following draft of certain rules further to amend the Eggs Grading and Marking Rules, 1937, which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937, (1 of 1937), is published, as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 30th April, 1963.

Any objection or suggestion which may be received from any person with respect to the said draft before the date aforesaid will be considered by the Central Government.

*Draft Rules*

1. These rules may be called the Eggs Grading and Marking (Amendment) Rules, 1963.
2. In rule 4 of the Eggs Grading and Marking, Rules 1937, (hereinafter referred to as the said rules), for the expression "½ inch diameter" the expression "13mm. (½ inch) diameter" shall be substituted.

3. In Schedule 1 to the said rules, (i) in column 2, for the entries "56.699, 49.612, 42.524 and 28.350" the entries "55, 50, 40 and 30" shall respectively be substituted;

(ii) in column 3 for the expression "three eighths of an inch" the expression "10 mm. (three eighths of an inch)" shall be substituted;

(iii) in column 4, for the entries "70.874, 56.699, 49.612 and 42.524" the entries "70, 55, 50 and 40" shall respectively be substituted;

(iv) in the foot note for the expression "1.722 grams" the expression "2 grams" shall be substituted.

[No. F. 17-7/63-AM.]

V. S. NIGAM, Under Secy.

**(Department of Agriculture)**

*New Delhi, the 25th March 1963*

In the matter of Charitable Endowments Act, 1890

AND

In the matter of "Thomas Reed Bell Memorial Fund" in connection with the Bombay Forest College, Dharwar

**S.O. 936.**—Whereas an application has been made to the Central Government by the Chief Conservator of Forests, Maharashtra (successor in office of the Chief Conservator of Forests, former Bombay Presidency), the present Administrator of the endowment called the "Thomas Reed Bell Memorial Fund," requesting the Government to modify the scheme framed under the Notification of the former Government of Bombay (Revenue Department) No. 5207, dated the 25th August 1922, so as to provide that the income accruing from the said Fund may be administered by the President, Forest Research Institute and Colleges, Dehradun, for the time being, instead of by the Chief Conservator of Forests, State of Maharashtra, for the time being;

Now, therefore, in exercise of the powers conferred by section 5 of the Charitable Endowments Act, 1890 (6 of 1890), the Central Government, with the concurrence of the Chief Conservator of Forests, State of Maharashtra, hereby modifies the said scheme to the extent specified in the Schedule hereto annexed, and under sub-section (3) of the said section appoints the date of publication of this Notification as the date on which the modification shall come into operation:—

**THE SCHEDULE**

In the said Scheme, for paragraph 2 the following paragraph shall be substituted, namely:—

"2. The income accruing from the said Fund shall be administered by the President, Forest Research Institute and Colleges, Dehradun, for the time being".

[No. F. 3-65/61-F.]

T. S. KRISHNAMURTI, Dy. Secy.

**(Department of Agriculture)**

*New Delhi, the 25th March 1963*

**S.O. 937.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules regulating the method of recruitment to the posts of Director of Agriculture and Deputy Director of Agriculture in the Agriculture Department of Manipur Administration, namely:—

1. **Short title.**—These rules may be called the Manipur Agriculture Department (Class I and II posts) Recruitment Rules, 1963.

2. **Application.**—These rules shall apply to the posts of Director of Agriculture and Deputy Director of Agriculture in the Agriculture Department of Manipur Administration.

**3. Number of posts, Classification and scale of pay.**—The number of posts, classification and the scale of pay attached to the posts specified in column 1 of the Schedule hereto annexed shall be as specified against them in columns 2 to 4 thereof.

**4. Method of recruitment, age limit and other qualifications.**—The method of recruitment to the said posts, age limit, qualifications, and other matters connected therewith, shall be as specified in columns 5 to 13 of the Schedule aforesaid.

Provided that the upper age limit prescribed for direct recruitment may be relaxed in the case of candidates belonging to Scheduled Castes, Scheduled Tribes, displaced persons and other special categories, in accordance with the orders issued from time to time by the Government of India.

**5. Disqualifications.**—(a) No person, who has more than one wife living or who having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life time of such spouse, shall be eligible for appointment to any of the said posts.

(b) No woman, whose marriage is void by reason of the husband having a wife living at the time of such marriage, or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to any of the said posts:

Provided that the Central Government may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule.

## SCHE

Name of post	No. of posts	Classification.	Scale of pay	Whether selection post or non-selection post.	Age limit for direct recruits.	Educational and other qualifications required for direct recruits.
	1	2	3	4	5	6
1. Director of Agriculture.	1	General Central Service Class I.	Rs. 600—40—1000.	Selection	45 years and below (Relaxable for Government servants).	<i>Essential :</i> (i) B.Sc. (Agriculture) of a recognised University. (ii) Experience of Agricultural work including atleast five years' experience as District Agricultural Officer. (Qualifications relaxable at Commission's discretion in the case of candidates otherwise well qualified.) <i>Desirable :</i> M.Sc. (Agriculture) or a higher degree.
2. Deputy Director of Agriculture.	2	General Central Service Class II Non-Ministerial.	250—25—400—EB—25—450—30—600—EB—30—750.	Selection	35 years and below (Relaxable for Government servants).	<i>Essential :</i> (i) B.Sc. (Agriculture) of a recognised University or equivalent. (ii) About three years experience in Agricultural and Extension work in a responsible capacity. (iii) Conversant with experiments techniques for laying out field experiments. (Qualifications relaxable at Commission's discretion in the case of candidates otherwise well qualified.) <i>Desirable :</i> (i) Knowledge of Manipur. (ii) Postgraduate degree in Agriculture.

## DUE E

Whether age and educational qualifications if any prescribed for the direct recruits will apply in the case of promotedees.

Period of probation if any by promotion or transfer and percentage of the vacancies to be filled by various methods.

Method of recruitment whether by direct recruitment or by promotion or transfer and percentage of the vacancies to be filled by various methods.

In case of recruitment by promotion transfer, grades from which promotion to be made.

If a Departmental promotion Committee exists what is its composition.

Circumstances in which U.P.S.C. is to be consulted in making recruitment.

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Yes.	Two years	By promotion failing which by deputation failing both by direct recruitment.	Promotion : [Deputy Director of Agriculture (with about five years service in the grade).]	Class I Departmental Promotion Committee.	As required under the rules.
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*Deputation*

Officer holding analogous posts under Central or State Governments.

yes	Two years.	By promotion failing which by deputation failing both by direct recruitment.	Promotion : Agricultural Officers. (with about three years service in the grade).	Class II Departmental Promotion Committee.	As required under the rules.
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*Deputation*

Officers holding analogous posts under Central or State Governments.

(Department of Agriculture)  
(Indian Council of Agricultural Research)

New Delhi, the 19th March 1963

**S.O. 938.**—Under Section 4(x) of the Indian Cotton Cess Act, 1923 (14 of 1923), the Central Government are pleased to nominate the following persons to be members of the Indian Central Cotton Committee, Bombay for a period of one year with effect from 1st April, 1963:—

1. Shri Neville N. Wadia, Bombay Dyeing & Manufacturing Co., Bombay.
2. Shri Bharat Ram, 14, Sardar Patel Road, New Delhi-21.
3. Dr. V. K. R. V. Rao, No. 6, Cavalry Lines, Delhi.
4. Shri Chunilal B. Mehta, Chunilal Mehta & Co. Ltd., Yusaf Building, 43, Mahatma Gandhi Road, Bombay-1.
5. Shri R. D. Mehra, 6815, Beriwala Bagh, Pul Bangash, Delhi.
6. Dr. M. D. Patel, Director, Institute of Agriculture, Anand.
7. Shri R. Doraiswamy, Textile Commissioner, Bombay.
8. The Economic & Statistical Adviser to the Government of India, Ministry of Food and Agriculture, New Delhi.
9. Shri M. B. Soman, Advocate, Akola.
10. Shri Chimanlal B. Parikh, 28, Apollo Street, Fort, Bombay.
11. Shri R. D. Shah, Cotton Adviser, Office of the Textile Commissioner, Bombay.
12. The Joint Secretary (Finance), Ministry of Food and Agriculture, New Delhi.
13. Sardar Ujjal Singh, 12, Curzon Road, New Delhi.
14. Sardar Satwant Singh, Nasirpur Farm, P.O., Bahadur Garh Fort, Patiala, Punjab.
15. Shri Jehangir P. Patel, c/o M/s. Patel Cotton Company Private Ltd., Volkart Building, Graham Road, Ballard Estate, Bombay-1.

[No. 1-4/62-Com.III.]

N. K. DUTTA, Under Secy.